Eric Seidenglanz, in pro per
Elishba Seidenglanz, in pro per
1410 Ewing Street
Los Angeles, CA 90026
(213) 285-7851

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES, UNLIMITED JURISDICTION

CHENEY SHAPIRO Plaintiff, v. PATRICK MURRAY, DEBBIE MURRAY Defendants.	CASE NO. 20STUD02828 **DEFENDANTS ERIK SEIDENGLANZ AND ELISHBA SEIEDENGLANZ'S OPPOSITION TO THE EX PARTE APPLICATION:** **1. DECLARATION OF MARTIN ROY MARVEL, AIA;** **2. DECLARATION OF ERIK SEIDENGLANZ;** **3. DECLARATION OF ELISHBA SEIDENGLANZ** Date: August 27, 2020 Time: 1:30 P.M. Dept. 91

Defendants Erik Seidenglanz and Elishba Seidenglanz submits the following Opposition and supporting declarations for consideration by the Court in Opposition to this Ex Parte Application:

I. FACTUAL INTRODUCTION

With all due respect to this Court, we must alert the Court to factors that make this application unjustified, premature and illegal:

Firstly, attached is a Declaration from architect Martin Mervel, AIA who inspected the property this morning and confirmed that there are no outstanding orders or citations concerning health or safety issues. See *Decl.* Martin Roy Mervel, ¶¶2-4. Moreover, this action violates the

Court Emergency Rules, as no default judgments or unlawful detainers can be acted upon at this time. *See* **Exhibit "C"**

Secondly, this action is falsely characterized as a forcible entry. We have lived in this property for more than four years, years before it was purchased by Longplatt Co. We were married here, and have spent significant sums in repairs and improvements, including a huge amount of gardening and landscaping reflected in the attached photographs. (**Exhibit "B",** a declaration from a neighbor confirming how long we have lived here.); (**Exhibit "F"** is the Notice of Intent to Preserve Interest, which was filed before Plaintiff purchased or the property, notarized on December 12, 2019.) *Decl.* Erik Seidenglanz, ¶¶5-6; *Decl.* Elishba Seidenglanz, ¶¶5-6.

Thirdly, the Plaintiff does not own the property, but is owned by Longplatt Co., a California Corporation. See **Exhibit "A"** hereto. *Decl.* Erik Seidenglanz, ¶¶1-2; *Decl.* Elishba Seidenglanz, ¶¶5-6.

Finally, we are trying to perfect our position is adverse possessors of this property and the attempts by the Plaintiff here were done without properly serving us with the papers and in violation of the various protections and the moratorium against this false attempt to dispossess us. *See* **Exhibit "C"** (California Emergency Rule 1, forbidding unlawful detainer judgments). *Decl.* Erik Seidenglanz, ¶¶8-11; *Decl.* Elishba Seidenglanz, ¶¶8-11

Respectfully Submitted,

DATED: August 27, 2020

Erik Seidenglanz, in pro per
Elishba Seidenglanz, in pro per

By: _____
Erik Seidenglanz, in pro per

By: _____

Elishba Seidenglanz, in pro per

DECLARATION OF MARTIN ROY MARVEL

DECLARATION OF MARTIN ROY MARVEL

I, MARTIN ROY MARVEL, declare as follows:

I am 65 years of age and not a party to this action and a resident of Los Angeles County, State of California. Each of the matters stated herein is known to my own personal knowledge, and, if called upon as a witness I would be competent to testify to the following:

1. I have been a licensed practicing architect since 1988. During the course of my career, I was an instructor in architecture at the Southern California Institute of Architecture (SCI-Arc) having created the course "Design Development" which integrated the topic of Professional Practice with Design, for a ten year period between 1985 to 1995.

I Have Reviewed Official Los Angeles Building Records – There Are No Outstanding Violations, Orders or Citations Against This Property

2. This property contains two or three legal addresses depending on what database you are reviewing.

3. Erik and Elishba Seidenglanz reside in the property designated as 1410 Ewing Street, Los Angeles, CA 90026.

4. I have confirmed this morning with a search of the LA Dept. of Building and Safety (LADBS) database that there are no health or safety Orders to Comply against this property.

The Subject Structure Is in Habitable Condition

5. During my inspection this morning, I determined that the kitchen contains operational plumbing fixtures. The bathroom has a functioning toilet and shower. The structure has an open floor plan and is properly enclosed and has appurtenant windows and doors. The roof consists of light-weight three-tab shingles. The house consists of 2-stories and each level is approximately 500 square feet.

The Terraced Garden on the East Portion of the Property Has Been Significantly Landscaped

6. The terraced garden consists of approximately 20 pine tree seedlings that are now 4-feet in height.

7. In conclusion, the property is in habitable condition and the garden is maintained. I observed no health or safety violations whatsoever.

I declare, under penalty of perjury of the laws of the State of California, that the foregoing is true and correct and that this Declaration was executed on August 27, 2020 at Los Angeles, California.

MARTIN ROY MARVEL, AIA

DECLARATION OF ERIK SEIDENGLANZ

DECLARATION OF ERIK SEIDENGLANZ

I, ERIK SEIDENGLANZ, declare as follows:

I am a party to this action and a resident of Los Angeles County, State of California. Each of the matters stated herein is known to my own personal knowledge, and, if called upon as a witness I would be competent to testify to the following:

Lawyer's Title States That 1968 Avon Street Is Actually 1410 Ewing Street

1. I spoke yesterday with Marcella at Lawyer's Title, who provided me with a most recent grant deed concerning this property. Attached hereto as **Exhibit "A"** is a grant deed showing that Longplatt Co., a California Corporation, came on title to the property on May 15, 2020.

2. Lawyer's Title was unable to locate the property without using the 1410 Ewing Street. The important fact is that the current owner is Longplatt Co. and the Plaintiff in this action **does not own the Subject Property.**

Plaintiff Lacks Standing to Prosecute a Possession Claim As They Are Not the Title Holders of the Property

3. I secured a title report yesterday, August 26, 2020, for the property. In fact, the owner on title to the property is Longplatt Co., a California Corporation. This deed is attached hereto as **Exhibit "A."** Thus, this Plaintiff is not the owner of the property and lacks standing to bring any claims for possession.

I Maintain that I Am Entitled to a Judgment of Adverse Possession to the 1968 Avon Street Property, to Which I Have Invested Over $200,000

4. I have lived at 1410 Ewing Street also known as 1968 Avon Street, Los Angeles, CA 90026 since 2016. Attached hereto as **Exhibit "B"** is the Declaration of Andrea Gabriel, my neighbor, who confirms that I have lived there since 2016. Attached as **Exhibit "F"** is Notice of Intent to Preserve Interest, which was filed before Plaintiff purchased or the property, notarized on December 12, 2019

5. I am maintaining a claim of adverse possession to this property. I have spent in excess of $50,000 to remodel and repair this property. During the last 2-years, we have added significant landscaping in our large yard, including:

a. Planted 21 new trees

b. Removed 2-tons of jade

c. Replanted entire area with a variety of vegetation.

Please see **Exhibits D and E,** photographs of the structure and yard.

6. By reason of this work, we qualify for the LA Yard Program and a $12,000 rebate.

7. My husband and I got married at this property on or about February 29, 2020.

I Have Never Been Served With Any Legal Papers by Plaintiff or Any Person Prior to this Ex Parte Application, Which Are Invalid Under Governing Statute

8. I have never been served by Plaintiff or any person with any legal papers, including a Summons, an unlawful detainer or any other civil action.

9. The first legal documents that I received are the ex parte papers for August 27, 2020.

Any Unlawful Detainer Action or Judgment Is Impermissible at This Time:

10. Under Emergency Orders, my understanding is that this Court lacks jurisdiction to entertain unlawful detainers including requests for entry of default judgment. *See* **Exhibit "C"**

11. To the extent the Plaintiff contends I am a tenant, which I object, I am protected by Emergency Orders now in place that forbid the issuance of summons and entries of default judgments on unlawful detainers due to the current pandemic.

12. To the extent Plaintiff tries to claim a health and safety exception to the above rule, there is no health or safety issues at the property.

False Claims in the Moving Papers

13. There is absolutely no safety risk in this property. My husband and I occupy a two story house with fully functioning bathroom, kitchen and living space done in a Japanese style. *See Decl.* Martin Mervel, AIA (Architect who confirmed there are no health or safety issues).

14. My husband and I built a fence that surrounds the house for safety.

15. Despite what the papers state, we maintain an active LADWP account for the property.

I declare, under penalty of perjury of the laws of the State of California, that the foregoing is true and correct and that this Declaration was executed on August 27, 2020 at Los Angeles, California.

ERIK SEIDENGLANZ

DECLARATION OF ELISHBA SEIDENGLANZ

DECLARATION OF ELISHBA SEIDENGLANZ

I, ELISHBA SEIDENGLANZ, declare as follows:

I am a party to this action and a resident of Los Angeles County, State of California. Each of the matters stated herein is known to my own personal knowledge, and, if called upon as a witness I would be competent to testify to the following:

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1. I spoke yesterday with Marcella at Lawyer's Title, who provided me with a most recent grant deed concerning this property. Attached hereto as **Exhibit "A"** is a grant deed showing that Longplatt Co., a California Corporation, came on title to the property on May 15, 2020.

2. Lawyer's Title was unable to locate the property without using the 1410 Ewing Street. The important fact is that the current owner is Longplatt Co. and the Plaintiff in this action **does not own the Subject Property.**

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4. I have lived at 1410 Ewing Street also known as 1968 Avon Street, Los Angeles, CA 90026 since 2016. Attached hereto as **Exhibit "B"** is the Declaration of Andrea Gabriel, my neighbor, who confirms that I have lived there since 2016. Attached as **Exhibit "F"** is Notice of Intent to Preserve Interest, which was filed before Plaintiff purchased or the property, notarized on December 12, 2019

5. I am maintaining a claim of adverse possession to this property. I have spent in excess of $50,000 to remodel and repair this property. During the last 2-years, we have added significant landscaping in our large yard, including:

a. Planted 21 new trees

b. Removed 2-tons of jade

c. Replanted entire area with a variety of vegetation.

Please see **Exhibits D and E,** photographs of the structure and yard.

6. By reason of this work, we qualify for the LA Yard Program and a $12,000 rebate.

7. My husband and I got married at this property on or about February 29, 2020.

I Have Never Been Served With Any Legal Papers by Plaintiff or Any Person Prior to this Ex Parte Application, Which Are Invalid Under Governing Statute

8. I have never been served by Plaintiff or any person with any legal papers, including a Summons, an unlawful detainer or any other civil action.

9. The first legal documents that I received are the ex parte papers for August 27, 2020.

Any Unlawful Detainer Action or Judgment Is Impermissible at This Time:

10. Under Emergency Orders, my understanding is that this Court lacks jurisdiction to entertain unlawful detainers including requests for entry of default judgment. *See* **Exhibit "C"**

11. To the extent the Plaintiff contends I am a tenant, which I object, I am protected by Emergency Orders now in place that forbid the issuance of summons and entries of default judgments on unlawful detainers due to the current pandemic.

12. To the extent Plaintiff tries to claim a health and safety exception to the above rule, there is no health or safety issues at the property.

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14. My husband and I built a fence that surrounds the house for safety.

15. Despite what the papers state, we maintain an active LADWP account for the property.

I declare, under penalty of perjury of the laws of the State of California, that the foregoing is true and correct and that this Declaration was executed on August 27, 2020 at Los Angeles, California.

ELISHBA SEIDENGLANZ

EXHIBIT A

This page is part of your document - DO NOT DISCARD

20200580097

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County, California

05/28/20 AT 01:36PM

Pages: 0002

FEES:	22.00
TAXES:	0.00
OTHER:	0.00
SB2:	75.00
PAID:	97.00

LEADSHEET

202005280180072

00018304302

010790923

SEQ:
01

SECURE - Daily

THIS FORM IS NOT TO BE DUPLICATED

E634519

444_5195415_1_2

EXHIBIT "A"

RECORDING REQUESTED BY:

Longplatt Co.

AND WHEN RECORDED MAIL TO:

Longplatt Co.
2714 Montecito Street
Los Angeles, CA 90031

THIS SPACE FOR RECORDER'S USE ONLY

Title Order No.: Escrow No.:

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX IS $0.00 CITY TRANSFER TAX $0.00

- ☒ computed on full value of property conveyed, or
- ☐ computed on full value less liens or encumbrances remaining at the time of sale.
- ☐ unincorporated area: ☒ **City of Los Angeles**

"This is a bonafide gift and grantor received nothing in return, R&T 11911."

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Cheney Shapiro, Trustee of the Cheney Shapiro 401K dated January 1, 2011 who acquired title as The Cheney Shapiro 401K dated January 1, 2011** Trustee of

hereby GRANT(S) to **Longplatt Co., a California corporation**

the real property in the City of Los Angeles, County of Los Angeles, State of California, described as:

Lot 18 of the Elysian View Tract, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in Book 11 Pages 190 of Maps, in the office of the County Recorder of said County. Together with a portion of vacated street of Ewing Street as stated in Resolution to Vacate No. 11-140128 recorded June 20, 2012 as Instrument Number 20120915505, of official records.
Commonly known as: **1968 Avon Street, Los Angeles, CA 90026**
Parcel No. **5415-009-041**

Dated: May 15, 2020

The Cheney Shapiro 401K Dated January 1, 2011

By: Cheney Shapiro, Trustee

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Los Angeles } S.S.

On MAY 15, 2020, before me, C. NAVARRO, a Notary Public personally appeared Cheney Shapiro who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

C. NAVARRO
COMM. #2243028
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Jun. 13, 2022

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS SHOWN ABOVE

EXHIBIT B

Declaration in Support of Adverse Possessor by Third Party that Property Held Adversely

I, Andrea Krempels Gabriel, do hereby swear, certify, and affirm that:

1. For the past 24 years, since October 1996, I have lived in the vicinity of the hereinafter described real property, and have been and presently am familiar with the future, extent, use, and occupancy of that certain real property hereinafter called Premises, located in the County of Los Angeles, State of California , described as follows:

1410 Ewing St. Los Angeles, CA 90026

also known as 1968 Avon St. Los Angeles, CA 90026.

2. During the past 24 years, since October 1996, I have lived at 2301 Lake Shore Ave. Los Angeles, CA 90039. I have had an opportunity to know who the users and occupants are, have been and, do in fact know who the users of the Premises have been.

3. As of Friday, January 9, 2015 to present day, therein so called "stated period of time", no other occupants had been living at 1410 Ewing St. Los Angeles, CA 90026, nor 1968 Avon St. Los Angeles, CA 90026.

4. All of the Premises have been claimed by Erik Seidenglanz and Elishba Seidenglanz during the stated period of time as follows:

They established a wildlife friendly fence surrounding the entire property that allows for the transgression of local wildlife throughout the hillside; erected a wooden fence made of dog-eared redwood boards; removed invasive plants that had been damaging the foundation and obstructing the view; removed 200 lbs of rat feces; replanted the garden with vegetable and California native plants. All the yard work

EXHIBIT "B"

has been executed by themselves solely and by hand throughout the 5,000 square foot hillside yard.

5. During the stated period of time, the Premises have been actually occupied by Erik Seidenglanz and Elishba Seidenglanz and claim of title has been open, visible, continuous, peaceable, and adverse to all persons claiming an interest in the Premises.

6. Erik Seidenglanz and Elishba Seidenglanz have cultivated, used, and enjoyed the Premises derived from the Premises during the stated period of time without hostile claim or interference from any person.

7. Since their occupancy of the Premises, I have witnessed the major improvements to the landscaping and facade of the Premises. They have planted 21 new trees throughout the yard they received from the Los Angeles Conservation Corp Tree Program including varieties of the following:

American black walnut tree (Juglans nigra)

Coast Live Oak (Quercus agrifolia)

Purple Orchid Tree (Bauhinia purpurea)

Canary Island Pine (Pinus canariensis)

Olive tree (Arbequina)

Coastal Redwood (Sequoia sempervirens)

Italian stone pine (Pinus pine)

Japanese Maple Tree (Acer palmatum)

8. I first met them when they were investigating the architectural significance of my neighborhood for the purposes of historical preservation under the guidance of Dion

Neutra.

9. I hired them to do landscaping and restorative trimming maintenance of my garden.

10. They run a nonprofit 501(c)3 organization formed under the laws of California for preservation of open spaces, agricultural, and preservation of historical buildings of the Elysian Park neighborhood and parkland here in the second floor of the house.

Activities include creating a restorative habitat with a garden called the "Experimental Elysian Japanese Garden" with the help of a Japanese Master Bonsai teacher for the public to enjoy.

11. I personally assist in the development of the Japanese garden for the community through the donation of trees including am endangered Redwood saplings from my yard and an endangered Monterey Pine tree, and offer guidance in horticultural techniques in gardening and tree maintenance.

12. They are a pillar of the community.

The facts stated above are known by me to be true and correct to the best my knowledge, based on my information and belief.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 27 August 2020, at Los Angeles, California.

Andrea Krempels Gabriel

Andrea Krempels Gabriel

Date: 08-27-2020

ALL-PURPOSE ACKNOWLEDGMENT

State/Commonwealth of VIRGINIA)
)
☐ City ☑ County of Stafford)

On 08/27/2020 (Date) before me, Robert Delgado (Notary Name),

personally appeared Andrea Krempels Gabriel (Name(s) of Signer(s))

☐ personally known to me -- **OR** --

☐ proved to me on the basis of the oath of _____ (Name of Credible Witness) -- **OR** --

☑ proved to me on the basis of satisfactory evidence: driver_license (Type of ID Presented)

to be the individual(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and by proper authority, and that by his/her/their signature(s) on the instrument, the individual(s), or the person(s) or entity upon behalf of which the individual(s) acted, executed the instrument for the purposes and consideration therein stated.

WITNESS my hand and official seal.

ROBERT DELGADO
REGISTRATION NUMBER
7720379
COMMISSION EXPIRES
NOVEMBER 30, 2021

Notary Public Signature: _____

Notary Name: Robert Delgado

Notary Commission Number: 7720379

Notary Commission Expires: 11/30/2021

Notarized online using audio-video communication

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: Declaration in Support of Adverse Possessor by Third Party That Property Held Adversely

Document Date: 08/27/2020 Number of Pages (w/ certificate): 5

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Andrea Krempels Gabriel

☐ Corporate Officer Title: _____
☐ Partner – ☐ Limited ☐ General
☑ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator
☐ Other: _____

Signer Is Representing: _____
Self

EXHIBIT C

Appendix I
Emergency Rules Related to COVID-19

Emergency rule 1. Unlawful detainers

(a) Application

Notwithstanding any other law, including Code of Civil Procedure sections 1166, 1167, 1169, and 1170.5, this rule applies to all actions for unlawful detainer.

(b) Issuance of summons

A court may not issue a summons on a complaint for unlawful detainer unless the court finds, in its discretion and on the record, that the action is necessary to protect public health and safety.

(c) Entry of default

A court may not enter a default or a default judgment for restitution in an unlawful detainer action for failure of defendant to appear unless the court finds both of the following:

(1) The action is necessary to protect public health and safety; and

(2) The defendant has not appeared in the action within the time provided by law, including by any applicable executive order.

(d) Time for trial

If a defendant has appeared in the action, the court may not set a trial date earlier than 60 days after a request for trial is made unless the court finds that an earlier trial date is necessary to protect public health and safety. Any trial set in an unlawful detainer proceeding as of April 6, 2020 must be continued at least 60 days from the initial date of trial.

(e) Sunset of rule

This rule will remain in effect through September 1, 2020, or until amended or repealed by the Judicial Council. Notwithstanding Code of Civil Procedure section 1170.5 and this subdivision, any trial date set under (d) as of September 1, 2020, will remain as set unless a court otherwise orders.

EXHIBIT "C"

(Subd (e) amended effective August 13, 2020.)

Emergency Rule 1 amended effective August 13, 2020.

Emergency rule 2. Judicial foreclosures—suspension of actions

Notwithstanding any other law, this rule applies to any action for foreclosure on a mortgage or deed of trust brought under chapter 1, title 10, of part 2 of the Code of Civil Procedure, beginning at section 725a, including any action for a deficiency judgment, and provides that, through September 1, 2020, or until this rule is amended or repealed by the Judicial Council:

(1) All such actions are stayed, and the court may take no action and issue no decisions or judgments unless the court finds that action is required to further the public health and safety.

(2) The period for electing or exercising any rights under that chapter, including exercising any right of redemption from a foreclosure sale or petitioning the court in relation to such a right, is extended.

Emergency Rule 2 amended effective August 13, 2020.

Advisory Committee Comment

The provision for tolling any applicable statute of limitations, in prior subdivision (2), has been removed as unnecessary because the tolling provisions in emergency rule 9 apply to actions subject to this rule.

Emergency rule 3. Use of technology for remote appearances

(a) Remote appearances

Notwithstanding any other law, in order to protect the health and safety of the public, including court users, both in custody and out of custody defendants, witnesses, court personnel, judicial officers, and others, courts must conduct judicial proceedings and court operations as follows:

(1) Courts may require that judicial proceedings and court operations be conducted remotely.

(2) In criminal proceedings, courts must receive the consent of the defendant to conduct the proceeding remotely and otherwise comply with emergency rule

5. Notwithstanding Penal Code sections 865 and 977 or any other law, the court may conduct any criminal proceeding remotely. As used in this rule, "consent of the defendant" means that the consent of the defendant is required only for the waiver of the defendant's appearance as provided in emergency rule 5. For good cause shown, the court may require any witness to personally appear in a particular proceeding.

(3) Conducting proceedings remotely includes, but is not limited to, the use of video, audio, and telephonic means for remote appearances; the electronic exchange and authentication of documentary evidence; e-filing and e-service; the use of remote interpreting; and the use of remote reporting and electronic recording to make the official record of an action or proceeding.

(b) Sunset of rule

This rule will remain in effect until 90 days after the Governor declares that the state of emergency related to the COVID-19 pandemic is lifted, or until amended or repealed by the Judicial Council.

Emergency rule 4. Emergency Bail Schedule [Repealed]

Emergency rule 4 repealed effective June 20, 2020.

Emergency rule 5. Personal appearance waivers of defendants during health emergency

(a) Application

Notwithstanding any other law, including Penal Code sections 865 and 977, this rule applies to all criminal proceedings except cases alleging murder with special circumstances and cases in which the defendant is currently incarcerated in state prison, as governed by Penal Code section 977.2.

(b) Types of personal appearance waivers

(1) With the consent of the defendant, the court must allow a defendant to waive his or her personal appearance and to appear remotely, either through video or telephonic appearance, when the technology is available.

(2) With the consent of the defendant, the court must allow a defendant to waive his or her appearance and permit counsel to appear on his or her behalf. The court must accept a defendant's waiver of appearance or personal appearance when:

(A) Counsel for the defendant makes an on the record oral representation that counsel has fully discussed the waiver and its implications with the defendant and the defendant has authorized counsel to proceed as counsel represents to the court;

(B) Electronic communication from the defendant as confirmed by defendant's counsel; or

(C) Any other means that ensures the validity of the defendant's waiver.

(c) Consent by the defendant

(1) For purposes of arraignment and entry of a not guilty plea, consent means a knowing, intelligent, and voluntary waiver of the right to appear personally in court. Counsel for the defendant must state on the record at each applicable hearing that counsel is proceeding with the defendant's consent.

(2) For purposes of waiving time for a preliminary hearing, consent also means a knowing, intelligent, and voluntary waiver of the right to hold a preliminary hearing within required time limits specified either in Penal Code section 859b or under emergency orders issued by the Chief Justice and Chair of the Judicial Council.

(3) The court must accept defense counsel's representation that the defendant understands and agrees with waiving any right to appear unless the court has specific concerns in a particular matter about the validity of the waiver.

(d) Appearance through counsel

(1) When counsel appears on behalf of a defendant, courts must allow counsel to do any of the following:

(A) Waive reading and advisement of rights for arraignment.

(B) Enter a plea of not guilty.

(C) Waive time for the preliminary hearing.

(2) For appearances by counsel, including where the defendant is either appearing remotely or has waived his or her appearance and or counsel is appearing by remote access, counsel must confirm to the court at each hearing that the appearance by counsel is made with the consent of the defendant.

(e) Conduct of remote hearings

(1) With the defendant's consent, a defendant may appear remotely for any pretrial criminal proceeding.

(2) Where a defendant appears remotely, counsel may not be required to be personally present with the defendant for any portion of the criminal proceeding provided that the audio and/or video conferencing system or other technology allows for private communication between the defendant and his or her counsel. Any private communication is confidential and privileged under Evidence Code section 952.

(f) Sunset of rule

This rule will remain in effect until 90 days after the Governor declares that the state of emergency related to the COVID-19 pandemic is lifted, or until amended or repealed by the Judicial Council.

Emergency rule 6. Emergency orders: juvenile dependency proceedings

(a) Application

This rule applies to all juvenile dependency proceedings filed or pending until the state of emergency related to the COVID-19 pandemic is lifted.

(b) Essential hearings and orders

The following matters should be prioritized in accordance with existing statutory time requirements.

(1) Protective custody warrants filed under Welfare and Institutions Code section 340.

(2) Detention hearings under Welfare and Institutions Code section 319. The court is required to determine if it is contrary to the child's welfare to remain with the parent, whether reasonable efforts were made to prevent removal, and whether to vest the placing agency with temporary placement and care.

(3) Psychotropic medication applications.

(4) Emergency medical requests.

(5) A petition for reentry of a nonminor dependent.

(6) Welfare and Institutions Code section 388 petitions that require an immediate response based on the health and safety of the child, which should be reviewed for a prima facie showing of change of circumstances sufficient to grant the petition or to set a hearing. The court may extend the final ruling on the petition beyond 30 days.

(c) Foster care hearings and continuances during the state of emergency

(1) A court may hold any proceeding under this rule via remote technology consistent with rule 5.531 and emergency rule 3.

(2) At the beginning of any hearing at which one or more participants appears remotely, the court must admonish all the participants that the proceeding is confidential and of the possible sanctions for violating confidentiality.

(3) The child welfare agency is responsible for notice of remote hearings unless other arrangements have been made with counsel for parents and children. Notice is required for all parties and may include notice by telephone or other electronic means. The notice must also include instructions on how to participate in the court hearing remotely.

(4) Court reports

(A) Attorneys for parents and children must accept service of the court report electronically.

(B) The child welfare agency must ensure that the parent and the child receive a copy of the court report on time.

(C) If a parent or child cannot receive the report electronically, the child welfare agency must deliver a hard copy of the report to the parent and the child on time.

(5) Nothing in this subdivision prohibits the court from making statutorily required findings and orders, by minute order only and without a court reporter, by accepting written stipulations from counsel when appearances are waived if the stipulations are confirmed on the applicable Judicial Council forms or equivalent local court forms.

(6) If a court hearing cannot occur either in the courthouse or remotely, the hearing may be continued up to 60 days, except as otherwise specified.

(A) A dispositional hearing under Welfare and Institutions Code section 360 should not be continued more than 6 months after the detention hearing without review of the child's circumstances. In determining exceptional circumstances that justify holding the dispositional hearing more than 6 months after the child was taken into protective custody, the impact of the state of emergency related to the COVID-19 pandemic must be considered.

i. If the dispositional hearing is continued more than 6 months after the start date of protective custody, a review of the child must be held at the 6-month date. At the review, the court must determine the continued necessity for and appropriateness of the placement; the extent of compliance with the case plan or available services that have been offered; the extent of progress which has been made toward alleviating or mitigating the causes necessitating placement; and the projected likely date by which the child may return home or placed permanently.

ii. The court may continue the matter for a full hearing on all dispositional findings and orders.

(B) A judicial determination of reasonable efforts must be made within 12 months of the date a child enters foster care to maintain a child's federal title IV-E availability. If a permanency hearing is continued beyond the 12-month date, the court must review the case to determine if the agency has made reasonable efforts to return the child home or arrange for the child to be placed permanently. This finding can be made without prejudice and may be reconsidered at a full hearing.

(7) During the state of emergency related to the COVID-19 pandemic, previously authorized visitation must continue, but the child welfare agency is to determine the manner of visitation to ensure that the needs of the family are met. If the child welfare agency changes the manner of visitation for a child and a parent or legal guardian in reunification, or for the child and a sibling(s), or a hearing is pending under Welfare and Institutions Code section 366.26, the child welfare agency must notify the attorneys for the children and parents within 5 court days of the change. All changes in manner of visitation during this time period must be made on a case by case basis, balance the public health directives and best interest of the child, and take into consideration whether in-person visitation may continue to be held safely. Family time is important for child and parent well-being, as well as for efforts toward reunification. Family time is especially important during

times of crisis. Visitation may only be suspended if a detriment finding is made in a particular case based on the facts unique to that case. A detriment finding must not be based solely on the existence of the impact of the state of emergency related to the COVID-19 pandemic or related public health directives.

(A) The attorney for the child or parent may ask the juvenile court to review the change in manner of visitation. The child or parent has the burden of showing that the change is not in the best interest of the child or is not based on current public health directives.

(B) A request for the court to review the change in visitation during this time period must be made within 14 court days of the change. In reviewing the change in visitation, the court should take into consideration the factors in (c)(7).

(d) Sunset of rule

This rule will remain in effect until 90 days after the Governor declares that the state of emergency related to the COVID-19 pandemic is lifted, or until amended or repealed by the Judicial Council.

Advisory Committee Comment

When courts are unable to hold regular proceedings because of an emergency that has resulted in an order as authorized under Government Code section 68115, federal timelines do not stop. Circumstances may arise where reunification services to the parent, including visitation, may not occur or be provided. The court must consider the circumstances of the emergency when deciding whether to extend or terminate reunification services and whether services were reasonable given the state of the emergency. (Citations: 42 U.S.C. § 672(a)(1)–(2), (5); 45 CFR § 1355.20; 45 CFR § 1356.21 (b) – (d); 45 C.F.R. § 1356.71(d)(1)(iii); Child Welfare Policy Manual, 8.3A.9 Title IV-E, Foster Care Maintenance Payments Program, Reasonable efforts, Question 2 (www.acf.hhs.gov/cwpm/public_html/programs/cb/laws_policies/laws/cwpm/policy_dsp.jsp?citID=92)]); Letter dated March 27, 2020, from Jerry Milner, Associate Commissioner, Children's Bureau, Administration for Children and Families, U.S. Department of Health and Human Services.)

Emergency rule 7. Emergency orders: juvenile delinquency proceedings

(a) Application

This rule applies to all proceedings in which a petition has been filed under Welfare and Institutions Code section 602 in which a hearing would be statutorily required during the state of emergency related to the COVID-19 pandemic.

(b) Juvenile delinquency hearings and orders during the state of emergency

(1) A hearing on a petition for a child who is in custody under Welfare and Institutions Code section 632 or 636 must be held within the statutory timeframes as modified by an order of the court authorized by Government Code section 68115. The court must determine if it is contrary to the welfare of the child to remain in the home, whether reasonable services to prevent removal occurred, and whether to place temporary placement with the probation agency if the court will be keeping the child detained and out of the home.

(2) If a child is detained in custody and an in-person appearance is not feasible due to the state of emergency, courts must make reasonable efforts to hold any statutorily required hearing for that case via remote appearance within the required statutory time frame and as modified by an order of the court authorized under Government Code section 68115 for that proceeding. If a remote proceeding is not a feasible option for such a case during the state of emergency, the court may continue the case as provided in (d) for the minimum period of time necessary to hold the proceedings.

(3) Without regard to the custodial status of the child, the following hearings should be prioritized during the state of emergency related to the COVID-19 pandemic:

(A) Psychotropic medication applications.

(B) All emergency medical requests.

(C) A petition for reentry of a nonminor dependent.

(D) A hearing on any request for a warrant for a child.

(E) A probable cause determination for a child who has been detained but has not had a detention hearing within the statutory time limits.

(4) Notwithstanding any other law, and except as described in (5), during the state of emergency related to the COVID-19 pandemic, the court may continue for good cause any hearing for a child not detained in custody who is subject to its juvenile delinquency jurisdiction until a date after the state of

emergency has been lifted considering the priority for continued hearings in (d).

(5) For children placed in foster care under probation supervision, a judicial determination of reasonable efforts must be made within 12 months of the date the child enters foster care to maintain a child's federal title IV-E availability. If a permanency hearing is continued beyond the 12-month date, the court must nevertheless hold a review to determine if the agency has made reasonable efforts to return the child home or place the child permanently. This finding can be made without prejudice and may be reconsidered at a full hearing.

(c) Proceedings with remote appearances during the state of emergency.

(1) A court may hold any proceeding under this rule via remote technology consistent with rule 5.531 and emergency rule 3.

(2) At the beginning of any hearing conducted with one or more participants appearing remotely, the court must admonish all the participants that the proceeding is confidential and of the possible sanctions for violating confidentiality.

(3) The court is responsible for giving notice of remote hearings, except for notice to a victim, which is the responsibility of the prosecuting attorney or the probation department. Notice is required for all parties and may include notice by telephone or other electronic means. The notice must also include instructions on how to participate in the hearing remotely.

(4) During the state of emergency, the court has broad discretion to take evidence in the manner most compatible with the remote hearing process, including but not limited to taking testimony by written declaration. If counsel for a child or the prosecuting attorney objects to the court's evidentiary procedures, that is a basis for issuing a continuance under (d).

(d) Continuances of hearings during the state of emergency.

Notwithstanding any other law, the court may for good cause continue any hearing other than a detention hearing for a child who is detained in custody. In making this determination, the court must consider the custody status of the child, whether there are evidentiary issues that are contested, and, if so, the ability for those issues to be fairly contested via a remote proceeding.

(e) Extension of time limits under Welfare and Institutions Code section 709

In any case in which a child has been found incompetent under Welfare and Institutions Code section 709 and that child is eligible for remediation services or has been found to require secure detention, any time limits imposed by section 709 for provision of services or for secure detention are tolled for the period of the state of emergency if the court finds that remediation services could not be provided because of the state of emergency.

(f) Sunset of rule

This rule will remain in effect until 90 days after the Governor declares that the state of emergency related to the COVID-19 pandemic is lifted, or until amended or repealed by the Judicial Council.

Advisory Committee Comment

This emergency rule is being adopted in part to ensure that detention hearings for juveniles in delinquency court must be held in a timely manner to ensure that no child is detained who does not need to be detained to protect the child or the community. The statutory scheme for juveniles who come under the jurisdiction of the delinquency court is focused on the rehabilitation of the child and thus makes detention of a child the exceptional practice, rather than the rule. Juvenile courts are able to use their broad discretion under current law to release detained juveniles to protect the health of those juveniles and the health and safety of the others in detention during the current state of emergency related to the COVID-19 pandemic.

Emergency rule 8. Emergency orders: temporary restraining or protective orders

(a) Application

Notwithstanding any other law, this rule applies to any emergency protective order, temporary restraining order, or criminal protective order that was requested, issued, or set to expire during the state of emergency related to the COVID-19 pandemic. This includes requests and orders issued under Family Code sections 6250 or 6300, Code of Civil Procedure sections 527.6 , 527.8, or 527.85, Penal Code sections 136.2, 18125 or 18150, or Welfare and Institutions Code sections 213.5, 304, 362.4, or 15657.03, and including any of the foregoing orders issued in connection with an order for modification of a custody or visitation order issued pursuant to a dissolution, legal separation, nullity, or parentage proceeding under Family Code section 6221.

(b) Duration of orders

(1) Any emergency protective order made under Family Code section 6250 that is issued during the state of emergency must remain in effect for up to 30 days from the date of issuance.

(2) Any temporary restraining order or gun violence emergency protective order issued or set to expire during the state of emergency related to the COVID-19 pandemic must remain in effect for a period of time that the court determines is sufficient to allow for a hearing on the long-term order to occur, for up to 90 days.

(3) Any criminal protective order, subject to this rule, set to expire during the state of emergency, must be automatically extended for a period of 90 days, or until the matter can be heard, whichever occurs first.

(4) Upon the filing of a request to renew a restraining order after hearing that is set to expire during the state of emergency related to the COVID-19 pandemic, the current restraining order after hearing must remain in effect until a hearing on the renewal can occur, for up to 90 days from the date of expiration.

(Subd (b) amended effective April 20, 2020.)

(c) Ex parte requests and requests to renew restraining orders

(1) Courts must provide a means for the filing of ex parte requests for temporary restraining orders and requests to renew restraining orders. Courts may do so by providing a physical location, drop box, or, if feasible, through electronic means.

(2) Any ex parte request and request to renew restraining orders may be filed using an electronic signature by a party or a party's attorney.

(Subd (c) amended effective April 20, 2020.)

(d) Service of Orders

If a respondent appears at a hearing by video, audio, or telephonically, and the court grants an order, in whole or in part, no further service is required upon the respondent for enforcement of the order, provided that the court follows the requirements of Family Code section 6384.

(e) Entry of orders into California Law Enforcement Telecommunications System

Any orders issued by a court modifying the duration or expiration date of orders subject to this rule, must be transmitted to the Department of Justice through the California Law Enforcement Telecommunications System (CLETS), as provided in Family Code section 6380, without regard to whether they are issued on Judicial Council forms, or in another format during the state of emergency.

Emergency Rule 8 amended effective April 20, 2020.

Emergency rule 9. Tolling statutes of limitations for civil causes of action

(a) Tolling statutes of limitations over 180 days

Notwithstanding any other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020.

(Subd (a) amended effective May 29, 2020.)

(b) Tolling statutes of limitations of 180 days or less

Notwithstanding any other law, the statutes of limitations and repose for civil causes of action that are 180 days or less are tolled from April 6, 2020, until August 3, 2020.

(Subd (b) amended effective May 29, 2020.)

Emergency Rule 9 amended effective May 29, 2020.

Advisory Committee Comment

Emergency rule 9 is intended to apply broadly to toll any statute of limitations on the filing of a pleading in court asserting a civil cause of action. The term "civil causes of action" includes special proceedings. (See Code Civ. Proc., §§ 312, 363 ["action," as used in title 2 of the code (Of the Time of Commencing Civil Actions), is construed "as including a special proceeding of a civil nature"); special proceedings of a civil nature include all proceedings in title 3 of the code, including mandamus actions under §§ 1085, 1088.5, and 1094.5—all the types of petitions for writ made for California Environmental Quality Act (CEQA) and land use challenges]; see also Pub. Resources Code, § 21167(a)–(e) [setting limitations periods for civil "action[s]" under CEQA].)

The rule also applies to statutes of limitations on filing of causes of action in court found in codes other than the Code of Civil Procedure, including the limitations on causes of action found in, for example, the Family Code and Probate Code.

Emergency rule 10. Extensions of time in which to bring a civil action to trial

(a) Extension of five years in which to bring a civil action to trial

Notwithstanding any other law, including Code of Civil Procedure section 583.310, for all civil actions filed on or before April 6, 2020, the time in which to bring the action to trial is extended by six months for a total time of five years and six months.

(b) Extension of three years in which to bring a new trial

Notwithstanding any other law, including Code of Civil Procedure section 583.320, for all civil actions filed on or before April 6, 2020, if a new trial is granted in the action, the three years provided in section 583.320 in which the action must again be brought to trial is extended by six months for a total time of three years and six months. Nothing in this subdivision requires that an action must again be brought to trial before expiration of the time prescribed in (a).

Emergency rule 11. Depositions through remote electronic means

(a) Deponents appearing remotely

Notwithstanding any other law, including Code of Civil Procedure section 2025.310(a) and (b), and rule 3.1010(c) and (d), a party or nonparty deponent, at their election or the election of the deposing party, is not required to be present with the deposition officer at the time of the deposition.

(b) Sunset of rule

This rule will remain in effect until 90 days after the Governor declares that the state of emergency related to the COVID-19 pandemic is lifted, or until amended or repealed by the Judicial Council.

Emergency rule 12. Electronic service

(a) Application

(1) Notwithstanding any other law, including Code of Civil Procedure section 1010.6, Probate Code section 1215, and rule 2.251, this rule applies in all general civil cases and proceedings under the Family and Probate Codes, unless a court orders otherwise.

(2) Notwithstanding (1), the rule does not apply in cases where parties are already required by court order or local rule to provide or accept notices and documents by electronic service, and is not intended to prohibit electronic service in cases not addressed by this rule.

(b) Required electronic service

(1) A party represented by counsel, who has appeared in an action or proceeding, must accept electronic service of a notice or document that may be served by mail, express mail, overnight delivery, or facsimile transmission. Before first serving a represented party electronically, the serving party must confirm by telephone or email the appropriate electronic service address for counsel being served.

(2) A party represented by counsel must, upon the request of any party who has appeared in an action or proceeding and who provides an electronic service address and a copy of this rule, electronically serve the requesting party with any notice or document that may be served by mail, express mail, overnight delivery, or facsimile transmission.

(c) Permissive electronic service

Electronic service on a self-represented party is permitted only with consent of that party, confirmed in writing. The written consent to accept electronic service may be exchanged electronically.

(d) Time

(1) In general civil cases and proceedings under the Family Code, the provisions of Code of Civil Procedure section 1010.6(a)(4) and (5) apply to electronic service under this rule.

(2) In proceedings under the Probate Code, the provisions of Probate Code section 1215(c)(2) apply to electronic service under this rule.

(e) Confidential documents

Confidential or sealed records electronically served must be served through encrypted methods to ensure that the documents are not improperly disclosed.

(f) Sunset of rule

This rule will remain in effect until 90 days after the Governor declares that the state of emergency related to the COVID-19 pandemic is lifted, or until amended or repealed by the Judicial Council.

Emergency Rule 12 adopted effective April 17, 2020.

Emergency rule 13. Effective date for requests to modify support

(a) Application

Notwithstanding any other law, including Family Code sections 3591, 3603, 3653, and 4333, this rule applies to all requests to modify or terminate child, spousal, partner, or family support. For the purpose of this rule, "request" refers to *Request for Order* (form FL-300), *Notice of Motion (Governmental)* (form FL-680), or other moving papers requesting a modification of support.

(b) Effective date of modification

Except as provided in Family Code section 3653(b), an order modifying or terminating a support order may be made effective as of the date the request and supporting papers are mailed or otherwise served on the other party, or other party's attorney when permitted. Nothing in this rule restricts the court's discretion to order a later effective date.

(c) Service of filed request

If the request and supporting papers that were served have not yet been filed with the court, the moving party must also serve a copy of the request and supporting papers after they have been filed with the court on the other party, or other party's attorney when permitted. If the moving party is the local child support agency and the unfiled request already has a valid court date and time listed, then subsequent service of the request is not required.

(d) Court discretion

Nothing in this rule is meant to limit court discretion or to alter rule 5.92 or 5.260 regarding which moving papers are required to request a modification of support.

(e) Sunset of rule

This rule will remain in effect until 90 days after the Governor declares that the state of emergency related to the COVID-19 pandemic is lifted, or until amended or repealed by the Judicial Council.

Emergency Rule 13 adopted effective April 20, 2020.

Appendix I amended effective August 13, 2020; adopted effective April 6, 2020; previously amended effective April 17, 2020, April 20, 2020, and June 20, 2020.

EXHIBIT D



EXHIBIT "D"

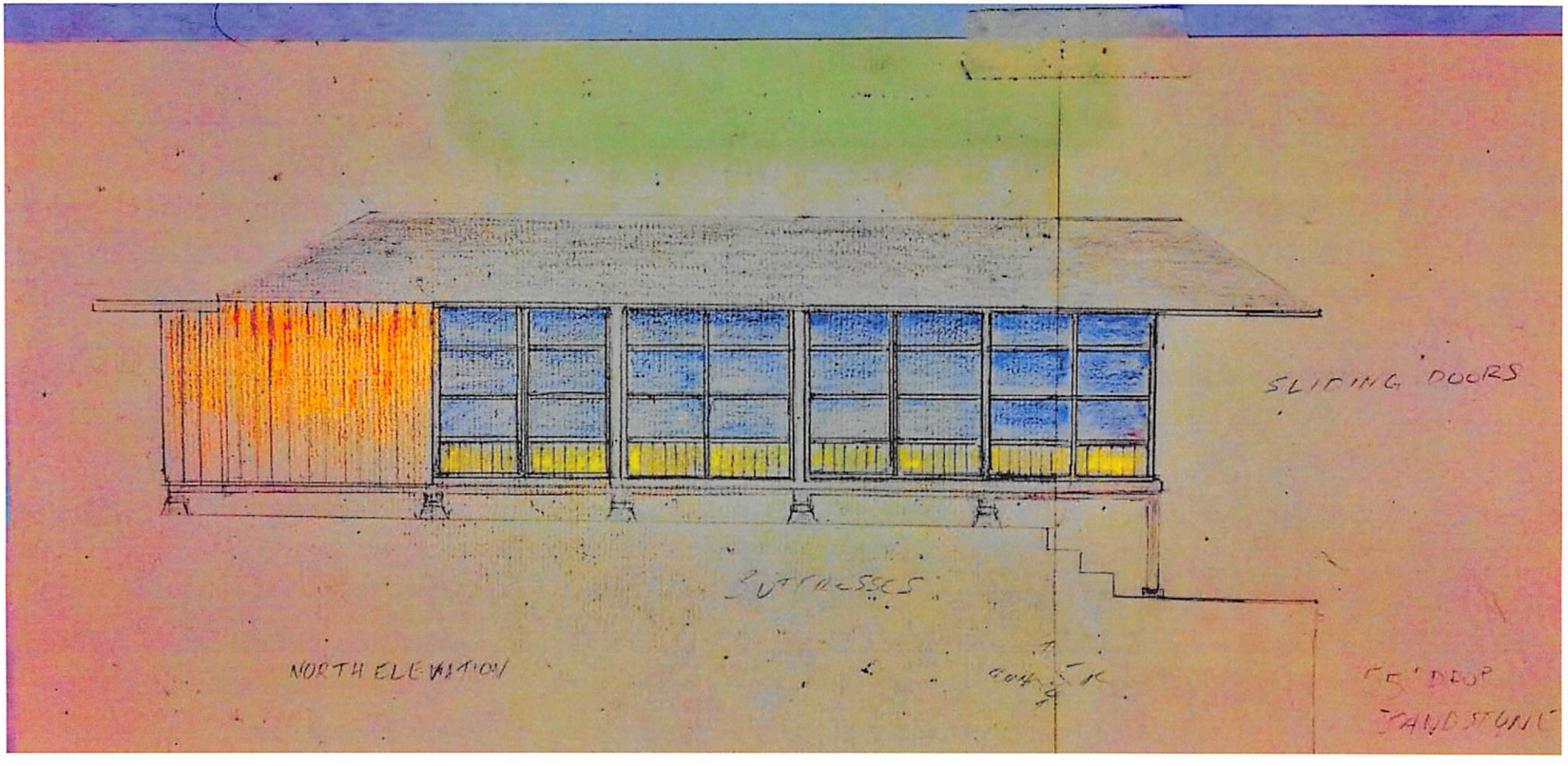

SLIDING DOORS
NORTH ELEVATION
55' DEEP
SANDSTONE

EXHIBIT E



EXHIBIT "E"

EXHIBIT F

RECORDING INFORMATION
Recording requested by:
Erik Seidendlanz
Elishba Iturra

FOR USE OF COUNTY RECORDER
After recording return to:
1410 Ewing St. Los Angeles, CA 90026

Indexing instructions.
This notice must be indexed as follows:
Grantor and grantee
index--each claimant is a grantor.

NOTICE OF INTENT TO PRESERVE INTEREST

This notice is intended to preserve an interest in real property from extinguishment pursuant to Title 5 (commencing with Section 880.020) of Part 2 of Division 2 of the Civil Code (Marketable Record Title).

Claimant Name: Erik Seidendlanz
Mailing address: 1410 Ewing St. Los Angeles, CA 90026

Claimant Name: Elishba Iturra
Mailing address: 1410 Ewing St. Los Angeles, CA 90026

Interest Character (e.g., power of termination):

Record location of document creating or evidencing interest in claimant:

Real Property Legal description (may be the same as in recorded document creating or evidencing interest in claimant):

the real property in the city of Los Angeles, County of Los Angeles, State of California described as:
LOT 18 OF THE ELYSIAN VIEW TRACT, AS PER MAP RECORDED IN BOOK 11, PAGE 190 OF MAPS in the office of the County Recorder of said County.
Also known as: 1968 Avon St. Los Angeles, California, USA 90026
APN: 5415-009-041

I assert under penalty of perjury that this notice is not recorded for the purpose of slandering title to real property and I am informed and believe that the information contained in this notice is true. If this notice is made on behalf of a claimant, I assert under penalty of perjury that I am authorized to act on behalf of the claimant.

Signed: _____ Date: 12/12/2019 ECS
Erik Seidendlanz

Signed: _____ Date: 12/12/19
Elishba Iturra

State of CALIFORNIA
County of LOS ANGELES.
On this ____ day of _____, in the year _____, before me _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he (she or they) executed it.

Signed: _____ Official Seal:
Office: _____

*[signature] - Notary Public
* see attached certificate

EXHIBIT "F"

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On 12/12/19 before me, Mun Suk Ahn, Notary Public,
(insert name and title of the officer)

personally appeared Erik Seidendlanz and Elizbba Iturra
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

MUN SUK AHN
COMM. #2290427
Notary Public - California
San Bernardino County
My Comm. Expires May 28, 2023

NRO1 NRO1

* Ref. = Notice of Intent to Preserve Interest

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California.

I am over the age of 18 and not a party to the within action. My business address is 8052 Melrose Avenue, 2nd Floor, Los Angeles CA, 90046.

On August 27, 2020 I caused to be served the foregoing documents described as **OPPOSITION TO EX PARTE APPLICATION** on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows

G. JACQUELINE PALAEZ, ESQ
SIMONIAN LAW, APC
simonianlaw@gmail.com

( ) **(BY MAIL)** and ( ) (CERTIFIED MAIL) I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at Los Angeles, California. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

(X) BY EMAIL OR ELECTRONIC TRANSMISSION: I caused a copy of the document(s) to be sent from e-mail address peter@lawnet1.com to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

( ) (BY PERSONAL SERVICE) I caused such envelope to be delivered by hand to the interested party(ies) at the above address by affixing a copy to the front door of the premises and by mailing a copy in a sealed envelope, by first class mail, postage prepaid, addressed to renter(s) at the premises, in as much as the renter(s) actual place of residence or business cannot be ascertained and/or a person suitable are and discretion cannot be found at the renter(s) premises or business. .

( ) (BY MESSENGER) By entrusting such envelope to a professional messenger service to effect personal service and delivery.

(X) (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

( ) (FEDERAL) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on August 27, 2020, at Los Angeles, California.



ANDREW SCHOETTLE

Electronically Received 09/24/2020 11:44 AM

APPLICANT'S INFORMATION TO BE KEPT CONFIDENTIAL **MC-410**

APPLICANT *(name):* Elishba Seidenglanz
APPLICANT is ☐ Witness ☐ Juror ☐ Attorney ☒ **Party** ☐ Other *(Specify)*
Person submitting request *(name):* Elishba Seidenglanz
APPLICANT'S ADDRESS: 1410 Ewing St. Los Angeles, CA 90026 EMAIL: real@playplayplay.org
TELEPHONE NO.: 4156853299

FILED
Superior Court of California
County of Los Angeles
10/27/2020
Sherri R. Carter, Executive Officer / Clerk of Court
By: C. Crow Deputy

NAME OF COURT Stanley Mosk Courthouse
STREET ADDRESS: 111 N Hill St.
MAILING ADDRESS:
CITY AND ZIP CODE: Los Angeles
BRANCH NAME: Central

Judge: Upinder S. Kalra

Case Title: Longplatt Co. v, Patrick Murray, et al.

REQUEST FOR ACCOMMODATIONS BY PERSONS WITH DISABILITIES AND RESPONSE

CASE NUMBER: 20STUD02828

Applicant requests accommodation under rule 1.100 of the California Rules of Court, as follows:

1. Type of proceeding: ☐ Criminal ☒ Civil ☐ Other:
2. Proceedings to be covered (for example, bail hearing, preliminary hearing, trial, sentencing hearing, family, probate, juvenile):
   Unlawful detainer : Answer and Motions
3. Date or dates needed *(specify):*
   10 days
4. Medical condition necessitating accommodation *(specify):*
   Idiopathic Hyper somnolesence Type II Narcolepsy
5. Type or types of accommodation requested *(specify):*
   Extension in time to efile answer to complaint
6. Special requests or anticipated problems *(specify):* Anticipated problems homeless on the streets. My narcoleptic symptoms would make it nearly impossible to restore my livelihood. Stress, fatigue would exaserbate my condition endangering my life and

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 24 September 2020

Elishba Seidenglanz
(TYPE OR PRINT NAME)

(SIGNATURE)

RESPONSE

The accommodation request is **GRANTED** and the court will provide the
☐ requested accommodation, in whole
☐ requested accommodation, in part *(specify below):*

For the following duration:
☐ For the above matter or appearance
☐ From *(dates)*: to
☐ Indefinite period

The accommodation is **DENIED** in whole or in part because it
☑ fails to satisfy the requirements of rule 1.100.
☐ creates an undue burden on the court.
☐ fundamentally alters the nature of the service, program, or activity.

For the following reason *(attach additional pages, if necessary):* [See Cal. Rules of Court, rule 1.100(g), for the review procedure]

☐ The court will provide the alternative accommodation as follows:

In any event, under the court's order, applicant has until at least November 16, 2020 to file a Responsive Pleading which is much longer than the 10 days requested under this request.

Date response delivered in person or sent to applicant:

10/27/2020

(TYPE OR PRINT NAME)

(SIGNATURE)

☐ SIGNATURE FOLLOWS THE LAST PAGE OF THE RESPONSE.

Upinder S. Kalra / Judge

Electronically Received 09/24/2020 11:44 AM

Erik Seidenglanz, Elishba Seidenglanz, in pro per
1410 Ewing Street
Los Angeles, CA 90026
(213) 285-7851

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, UNLIMITED JURISDICTION

CHENEY SHAPIRO, LONGPLATT CO. Plaintiff, v. PATRICK MURRAY, DEBBIE MURRAY Defendants.	CASE NO. 20STUD02828 Declaration of Elishba Seidenglanz re: Request for Accommodation (MC-41) Extend Time to Answer Amended Complaint of Plaintiff Longplatt Co for 10 days; DATE: 21 September 2020 DEPT: 91

1. I have an extreme case of Idiopathic Hyper somnolence Type II Narcolepsy. This means that I undergo hundreds of sleep attacks throughout the day where I uncontrollably fall asleep in the middle of any activity and go into REM Sleep within minutes. This makes it difficult to do anything without supervision, and also creates a huge delay in my actual disability to submit anything within a deadline.

2. **Request for more time to properly respond to complaint of no more than 10 days.**

During a recent civil case I was a party to, Honorable Judge Thomas D. Long granted this request for a reasonable modification upon request: Extensions of time to file/plead. Time allotted always took into consideration the timeframe of the case and did not cause unreasonable delay to the progression of the case. Therefore, I ask if your Honor may grant my request for more time to properly respond to complaint of no more than 10 days.

3. **SUMMARY OF MY DISABILITY AND ITS EFFECTS:**

Narcolepsy is a neurological disorder that affects the control of sleep and wakefulness. People with narcolepsy experience excessive daytime sleepiness and intermittent, uncontrollable episodes of falling asleep during the day. Therefore, the court said, "narcolepsy substantially limits a major life activity; this qualified the condition as a disability under the ADA". Corbin v. Jackson Hospital & Clinic Inc., M.D. Ala., No. 2:16-cv-800-SRW (Dec. 3, 2018).

4. **DISPOSSESSING US OF OUR HOME WOULD CREATE EXTREME HARDSHIP AND BE DETRIMENTAL TO OUR LIVES.** We have well-established disabilities that affect our ability to sustain ourselves, interact with society, and do day-to-day activities when put under these extreme conditions. My narcolepsy is so extensive that my husband is my full time caregiver and I am not allowed to drive or swim or take bath on my own. I also can not ride the bus alone or do construction in high places or with dangerous motorized machinery. Sometimes at home, I wear a helmet as from time to time I fall and hit my head, The place I am safest is working in the environment or gardens that surround my house and this brings me great joy. Furthermore, I was dropped from Art School illegally for their lack of ADA compliance and my loans were never dispersed to me although the San Francisco Art Institute still Charged me 10,000 plus dollars. This Coupled with falling at work due to sudden sleep induced cataplexy I was unable to survive on my own around age 20 and beyond. By the time, I was 21, Erik and I, although accepted to great fine arts schools together from Yale to His Alma Matar School of the Art Institute of Chicago and San Francisco Art Institute. However, we were causalities of the rent increases in the San Francisco Bay Area with a rent controlled $500/month apartment, to our Ellis Evicted new price after renovations of $5000 a month. We were officially homeless, so we made a Mobile Shelter that we stayed with at all times for about 1 year until we found a job guarding the police overflow impound yard and the owner of the lot gave us a double deck bus to construct our home.

This was to become the pattern of normalcy, not so much our homelessness but people's egregious lack of ADA compliance and awareness of narcolepsy and his Very Acute Bipolar 2 Manic Depression, PTSD created by the trauma from an attack that was near fatal in Chicago – the snow outside protecting him from bleeding out. Attached are Documents from ours doctors acknowledging our conditions. Lucky we study our ailments as part of our academic body of work as professional Conceptual Artist and Architecture Historians. We started a non profit Art School. Using the Elysian Park and this house as its Base for a long term development and Preservation, when discussing our plans with Dion Neutra, who just passed this last summer was a viable place to begin.

5. **FINE ARTISTS AND ACTIVE MEMBERS OF THE COMMUNITY.**

Upon living here we have filed for Tax Exempt Status 501(c)(3) for our non profit organization formed under the laws of the State of California. (See Exhibit A. Articles of Incorporation and Exhibit A By Laws) for purposes of preserving architectural heritage, creating conservation easements along the park side, and researching and developing the story of the local history to educate the public.

Our plans to establish a Japanese stroll garden featuring bonsai plants are in motion. LA Yard Be Water Wise rebate program is the driving force to creating this garden for the local community. We have volunteers who are masters of the traditional Bonsai art form of Japanese heritage who will be training us and overseeing the development of the Japanese zen garden. (Exhibit C Letter from volunteer)

6. *Part II of the ADA prohibits discrimination against disabled persons, or denial benefits, vive services and programs of local government on the basis of disability. (In essence, the requirements of the FFHA are the same as the ADA requirements). According to the regulations implementing the ADA:*

"A public entity shall make reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability, unless the public entity can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity."

7. **EXTEND THE TIME TO PLEAD FOR GOOD CAUSE SHOWN. §CCP 1167.3**

Additionally, the court may, in furtherance of justice, and on any terms as may be proper, may extend the time to plead for good cause shown. §CCP 1167.3. Defendants are in a year long investigation to the real property fraud, mortgage fraud for profit, conducted by plaintiff's and plaintiff's many associate and a considerable loss due to tax evasion through property swaps and tax deferred exchanges, elder and disability abuse. Our investigation includes title reports, business state filings, related lawsuits, corresponding statutes and affidavits of properties in the North East District of Los Angeles related to plaintiffs, reveals these schemes.

We need more time to :

i) gather the evidence to present formerly to the court

ii) more time to acquire a lawyer, due to fact that we paid for services from a lawyer but have not

heard back from him since.

iii) gather declarations from neighbors who have volunteered their support of Defendant

iv) return of requested certified records from the Assessor, the Recorder, HCIDLA, Los Angeles Department of Building and Safety, Secretary of State, Contractor's State License Board, Department of Real Estate, and the Internal Revenue Service. (See attached Public Records Requests) because the house is in REAP, it could have never been sold or financed. Furthermore no title company, nor mortgage company allow a mortgage, no lender would risk too great because the assignment of rents would not be possible for the return of investments because the house is in REAP. Plaintiff's methods for acquiring the property are fraudulent.

8. **Attempt to communicate with plaintiffs; SELF HELP EVICTION AND HARASSMENT**

We have notified Cheney Shapiro about the Emergency Order in effect through text message. She replied and acknowledged the information. By moving forward with the eviction and engaging in self-help eviction, harassment, threats, and destruction of our property including tearing down our fences, daily trespassing, using a vehicle as a weapon, using a vehicle to intimidate by revving the engine while driving by, using drones to spy on us, stalking and photographing us from across the canyon, setting up and pointing all video surveillance pointed directly at our house and specifically into our bedroom/bathroom window where there is an expectation of privacy (because there is no public access to observe between the camera and our window), performing construction without permits or beyond the scope of any express permit they acquired under false pretenses, plaintiffs are violating executive orders, local ordinances, and our Constitutional rights.

9. **REQUEST PROTECTIVE RESTRAINING ORDER DUE TO PLAINTIFF'S AGGRAVATED TRESPASS AND FALSE REPORT**S. Defendant requests more time to file Protective Restraining Order from all parties related to the Declaration of Cheney Shapiro including but not limited to Cheney Shapiro, Ken Shapiro, Richard Williams, Joshua Marcuson, Debbie Murray, Patrick Murray, and Does 1-200 for fear of life and safety. Richard has already assaulted my husband Erik in an aggravated trespass, which is not what the police report stated. I am prepared to testify as witness to the incident, as is a neighbor. I was on the phone with the police demanding the police to come because I was afraid for his life. Upon the police

arriving many hours later, the officers denied us a right to file a police report stating "it was not necessary..that the report would not be admissible in court, and to take this business card that these officers signed to the court to refer to this incident". (Exhibit D - Business Card by Police).

10. It had come to our attention that Patrick Murray and Debbie Murray are real estate brokers living in Clearwater, FL, who are closely related associates, neighbors who lived on the same street blocks apart for years, and high-ranking members of the Church of Scientology with Cheney Adrienne Shapiro, Kenneth Howard Shapiro, Richard Judson Williams, and their aliases and alter-egos. Plaintiff's willful ignorance to sue Defendants as Debbie Murray and Patrick Murray in spite of having knowledge of our real names as stated in the last paragraph in the Declaration of Cheney Shapiro, is intentional and a threat. It is a threat because Patrick Murray is a real estate broker at Stonebridge Real Estate whose current owner, Brian Andrus was responsible for the kidnapping of an ex-member of Scientology. (Exhibit Tampa Bay Times). Ken Shapiro, Patrick Murray, and Debbie Murray have all graduated form the same classes and served in high-ranking positions for the Church over the span of 30 years.

By suing defendants as their associates would allow plaintiffs to continue to assert control over property if the court overruled them. Plaintiff is guilty of unclean hands, which conduct is in bad faith extinguishes the right to legal or equitable relief. Plaintiff's actions include, but are not limited to self-help eviction fundamentally in severe violation of our civil rights. Plaintiff willfully attacking me and harming us and distressing us, ruining our septic tank, removing our fence, breaking into the side yard, making false police reports, using drones to spy on us, and overall instilling fear, intimidation, harassment, and instigating confrontation, destroying the historical characteristics of a 1910 residential home with bad design that clashes with the aesthetic of the historic neighborhood.

11. DEFENDANT IS REPRESENTING THEMSELVES IN PRO PER DUE TO THE UNAVAILABILITY OF LAWYER who assisted us in responding to Opposition to Ex Parte dated 27 August 2020, in which we paid $1500, and an additional $467 was paid as an advance for filing fees by lawyer. We need more time to raise money to refund the advance paid by the attorney even though we stated we would have a Fee Waiver. Plaintiff had issued Notice of Exparte for hearing at 1:30PM when in fact the hearing time was scheduled at 11:30 am. Plaintiff acted in bad faith in order to hurt our chances of making a special

appearance in order to defend and oppose the Ex Parte Request for Default Judgement submitted in bad faith by Cheney Shapiro and her attorney.

12. AMENDED COMPLAINT WAS NOT RECEIVED UNTIL 9/8/2020

Defendant did not receive the Amended Complaint until 8 September 2020 by mail due to delays ongoing in the US Postal Service. Exhibit A is one of three letters containing the Amended Complaint #1 with the postman signing date of delivery on 8 September 2020, in which the letters were sent September 4, 2020 by mail. Plaintiff served an amended complaint by mail on Defendants. Under CCP §1013(a), the time to respond, if served by mail, is extended by an additional 10 days from the date of mailing. According to the letter containing the Amended Complaint (Exhibit A), the postmark dates sent 9/4/2020, received 9/8/2020, thus not counting weekdays and court holidays, the deadline to file is September 21, 2020.

11. L.A. COUNTY TEMPORARY EVICTION MORATORIUM PROTECTIONS APPLY

In addition, the City and County extends the Governor's *Executive Order N-28-20 authorizes local governments to halt evictions through September 30, 2020. (Exhibit F)*

Ordinance No.186585 prohibits residential evictions based on non-payment of rent and no-fault evictions of residential tenants when the tenants have been affected by the COVID-19 pandemic, and to suspend the removal of occupied residential units from the rental market under the Ellis Act. (Exhibit G)

Executive Order N-37-20: The deadline specified in Code of Civil Procedure section 1167 shall be extended for a period of 60 days for any tenant who is served, while this Order is in effect, with a complaint that seeks to evict the tenant from a residence or dwelling unit that authorizes local government to halt evictions (Exhibit H)

Defendant has provided evidence in support of defendant that there is no public health risk on our home, that plaintiff is issuing false reports. (Exhibit Photos 1-10) (See Opposition to Exparte)

12. By serving the notices, and by filing this action, Plaintiff is arbitrarily discriminating against Defendants in violation of the Constitution and laws of the United States and California in that Defendant's interest in the premises is superior to and has priority over that of Plaintiff's interest pursuant to ***CCP 1172; CCP 325, CCP 1000-1007; R&T 610(b)(3); Canon v. Stockton (1872).***

13. CONCLUSION This is a special appearance for a *Request for an Accommodation for an Extension of Time of 10 days To Plead Answer to Amended Complaint*, or until the end of the Emergency Order, September 30, whichever is later. Please excuse any errors in the formatting of this request, as I am in Pro Per. Please let me know if I am missing further documentation for this request.

I declare, under penalty of perjury of the laws of the State of California, that the foregoing is true and correct and that this Declaration was executed on 24 September, 2020 at Los Angeles, California.

Respectably submitted,

_____

ELISHBA SEIDENGLANZ, erroneously sued as Debbie Murray,
resident in lawful possession of subject property, pursuant to
CCP §1172; CCP §325, CCP §§1000-1007; R&T §610(b)(3); Canon v. Stockton (1872),
and wife to Erik Seidenglanz, erroneously sued as Patrick Murray.

Exhibits

A	UCSF Letter of Dr. Anna Fiskin MD
B	LAC+USC Letter of Dr. Sarah Schenk MD w/ Sleep Study Appointment Card
C	Harwell Hamilton Harris Fellowship Parkway Conservancy, Inc. Articles of Incorporation (CA)
D	Harwell Hamilton Harris Fellowship Parkway Conservancy, Inc. By Laws
E	LA Yard Be Water Wise Program
F	Letter from Volunteer Bonsai Teacher
G	Contractor's State License Board complaint
H	Custodian of Records HCIDLA REAP Case History
I	LAPD Business Card w/ Incident Date and Note;
J	Tampa Bay Times "Clear Takeover";
K	Executive Order N-28-20
L	Ordinance No.186585
M	Executive Order N-37-20
N	Photos of Defendants landscaping the yard in 2017 and Meta Data

A

City and County of San Francisco

Department of Public Health
Community Behavioral Health Services
Chinatown/North Beach Mental Health Services
729 Filbert Street
San Francisco, CA 94133

May 9, 2017

To whom it may concern,

Elishba Iturra was a patient at Chinatown North Beach Mental Health Services from 9/05/2014 to 3/25/2016. She was treated by this author between 7/17/2015 and 3/25/2016. She carries a diagnosis of Attention Deficit Hyperactivity Disorder. She was originally seen at the clinic by Dr. Richard Feng, and on 5/12/2015 presented to this psychiatrist with her partner reporting that she has been falling asleep suddenly, at the desk or while sitting in a chair. Patient also reported that she sometimes had unusual sensations when going in and out of sleep, and described feeling inability to move at times. Dr. Richard Feng discussed in his assessment from that date that patient reported symptoms suggestive of sleep paralysis and possible hypnopompic and hypnogogic hallucination. He considered a diagnosis of narcolepsy, and recommended that patient see her PCP to get a referral for a sleep study to obtain a conclusive diagnosis. He discussed adding Strattera to the patient's regimen to help with these symptoms, but at that time they agreed to raise her Dexedrine SR from 10 mg bid to 15 mg bid.

When this writer first met with Ms. Iturra on 7/17/2015, she discussed that she continued to fall asleep suddenly in social situations or while riding the train, and missed her stops. During our subsequent work together, she continued to describe these symptoms, as well as hallucinations prior to or after falling asleep of her boyfriend saying thing to her. We discussed that her symptoms were suggestive of narcolepsy but that we would need a sleep study to make a conclusive diagnosis. She did make appointments with a PCP to get a referral for a sleep study, but was unable to follow through due to homelessness and financial problems. She subsequently moved out of San Francisco and is currently receiving treatment in Los Angeles, CA.

Sincerely,

Anna Fiskin MD

TEL (415) 352-2000 TDD (415) 352-2099 FAX (415) 352-2050

B

LAC+USC
MEDICAL CENTER

Psychiatric Adult Outpatient Clinic
Clinic Tower, 1st Floor, Suite 1B321
1100 North State Street
Los Angeles, CA 90033
Reception: (323) 409-5752
Fax: (323) 441-8265

Los Angeles County
Board of Supervisors

Hilda L. Solis
First District

Mark Ridley-Thomas
Second District

Sheila Kuehl
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

Dan Castillo, MHA
Chief Executive Officer

Brad Spellberg, MD
Chief Medical Officer

Bonnie Billitch, RN
Interim Chief Operating Officer

Isabel Milan, RN
Chief Nursing Officer

1200 N. State Street
Inpatient Tower (IPT)
2nd Floor, Room C2K100
Los Angeles, CA 90033

Tel: (323) 409-2800
Fax: (323) 441-8030

April 22, 2019

RE: Elishba Iturra / DOB 11/26/93

Dear Judge Thomas D. Long,

Elishba Iturra has been under my care in the LAC+USC Adult Outpatient Psychiatry Clinic since July 2018 and a patient of our clinic since September 2016. Her current diagnosis is Unspecified Sleep-Wake Disturbance. She is pending further evaluation and workup to clarify her specific diagnosis. In the meantime, she is being treated with stimulant medication for symptomatic management.

Please feel free to contact me at 323-409-4279 with any questions.

Sincerely,

Sara Schenk, MD

To ensure access to high-quality, patient-centered, cost-effective health care to Los Angeles County residents through direct services at DHS facilities and through collaboration with community and university partners.

Health Services
www.dhs.lacounty.gov

4/22/2019

Department of Health Services
Office of Patient Access
LOS ANGELES COUNTY

eConsult#: 35691184

Estimado(a) Elishba Iturra:

Su doctor solicito que le programemos una cita de especialidad con Sleep Medicine en una clinica de Servicios de Salud del Condado de Los Angeles. Favor de llamarnos al (855) 521-1718, para espanol oprima 2, y luego oprima 3 por Therapy And Other Appointments. Nuestras horas de servicio son de Lunes a Viernes entre las horas de 7:30 a.m. - 5:30 p.m. Para personas con problemas auditivos y/o de habla, marque el numero 711 par asistencia (TTY).

Oficina de Acceso de Pacientes

4278805 C

FILED
Secretary of State
State of California
MAY 16 2019

ARTICLES OF INCORPORATION

OF

Harwell Hamilton Harris Fellowship Parkway Conservancy Inc.

I.

The name of the corporation shall be Harwell Hamilton Harris Fellowship Parkway Conservancy Inc.

II.

The place in this state where the principal office of the Corporation is to be located is 2311 Fellowship Park Way, Los Angeles, California 90039.

III.

Said corporation is organized exclusively for charitable purposes, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

This corporation is a nonprofit PUBLIC BENEFIT CORPORATION and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes.

The specific purpose of this corporation is to preserve the park and architecture of fellowship park in echo park Los Angeles 90039 and its Associated Architecture Buildings and or Lived in by Architect Harwell Hamilton Harris and his wife Jean and their peers of the 1930's Era. And to Maintain the Historical Properties of Harwell Hamilton Harris. Including but not limited to the Fellowship Parkway House of 1936, at 2311 Fellowship Parkway.
Also to create a land conservancy in fellowship park echo park with the help of Jeb and Sandra brighouse to capture the genuine indigenous plant life and local fona of this park and bring it to its finest example of organic and classical presentation for the enjoyment of the public and and community. To create a bird sanctuary and hiking path that is enjoyed by all.
to make experimental architecture in the style of frank Loyd wright . J R Davidson, HHH, Neutra, accessible to young people whom want to learn about Building Cost Efficient Tiny Studios with a emphasis on the historical purpose of the case study program that once existed in arts and architecture magazine.

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IV.

The name in the State of California of this corporation's initial agent for service of process is:

LegalZoom.com, Inc.

V.

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provisions of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation except from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of future federal tax code, or (b) by a corporation,(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

VI.

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation on the date below.

Date: 5/15/2019

LegalZoom.com, Inc., Incorporator

By: Cheyenne Moseley, Assistant Secretary

D

Bylaws

Of The

HARWELL HAMILTON HARRIS FELLOWSHIP PARKWAY CONSERVANCY, INC.

A California Nonprofit Public Benefit Corporation

2020

D

ARTICLE 1 NAME

Section 1.1 Corporate Name

The name of this corporation is HARWELL HAMILTON HARRIS FELLOWSHIP PARKWAY CONSERVANCY, INC. (the "Corporation"). DBA "ECHO WILD, INC." as well as the "Elysian Experimental Ecological Japanese Garden".

ARTICLE 2 OFFICES

Section 2.1 Principal Office

The principal office of the corporation is located at *2311 Fellowship Parkway* in the City of Los Angeles, County of Los Angeles, in the State of California. The principal office of the corporation for the transaction of the business of the Corporation may be established at any place or places within or without the State of California by resolution of the Board.

Section 2.2 Change of Address

The designation of the county or state of the corporation's principal office may be changed by amendment of these bylaws. The board of directors may change the principal office from one location to another within the named county by noting the changed address and effective date below, and such changes of address shall not be deemed, nor require, an amendment of these bylaws:

New Address:
Dated:
New Address:
Dated:
New Address:

Section 2.3 Other Offices

The other office of the corporation is located at *1410 Ewing St. Los Angeles, CA 90026* of said County. The Board may at any time establish branch or subordinate offices at any place or places where this corporation is qualified to conduct its activities and transact business.

ARTICLE 3 PURPOSES

Section 3.1 IRC Section 501(c)(3) Purposes

This corporation is organized exclusively for one or more of the purposes as specified in Section 501(c)(3) of the Internal Revenue Code, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3).

Section 3.2 General Purpose

The Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law of California ("California Nonprofit Corporation Law") for public and charitable purposes.

Section 3.3 Specific Objectives and Purposes

The specific objectives and purposes of this corporation shall be:

To preserve the park and architecture of Fellowship Park in Echo Park Los Angeles 90039 and its associated architecture buildings and/or lived in by Architect Harwell Hamilton Harris and his wife Jean Marie Bangs and their peers of the 1930's era; To maintain the Historical properties of Harwell Hamilton Harris including but not limited to the Fellowship Parkway House of 1936, at 2311 Fellowship Parkway. Also to create a land conservancy in Fellowship Park Echo Park to capture the genuine indigenous plant life and local fona of this park and bring it to its finest example of organic and classical presentation for the enjoyment of the public and community. To create a bird sanctuary and hiking path that is enjoyed by all; to make experimental architecture in the style of Frank Lloyd Wright, J.R. Davidson, HHH, Neutra, accessible to young people whom want to learn about Building Cost Efficient Tiny Studios with an emphasis on the historical purpose of the case study program that once existed in Arts and Architecture magazine..

To found, build, maintain, and operate studios, gardens, libraries of art, and theaters; to provide support facilities in connection therewith; to conduct appropriate activities conducive to the artistic development of the region; and to conduct and participate in appropriate activities of national and international significance;

To form, conserve, research, publish, and exhibit a permanent collection of objects of art of all kinds; to present temporary exhibitions that include loaned objects of art of all kinds; and to cultivate and extend the arts by appropriate means; To establish and conduct comprehensive programs of education, including presentation of visual artists, teachers of art, and designers; to provide educational services in written, spoken, and media formats; To provide lectures, instruction, and entertainment, including dramatic, film, and musical performances of all kinds, which complement and further the general purposes of the conservancy; To receive in trust property of all kinds and to exercise all necessary powers as trustee for such trust estates whose objects are related to the furtherance of the general purposes of the organization or for the establishment or maintenance of works of art.

For the preservation of parks, wilderness areas, waters, and wildlife sanctuaries, playgrounds and the general environment: To acquire, own, control, maintain, and improve lands for the purposes of parks, playgrounds, drives and boulevards, or any one of more such purposes, and to hold the same in trust for these purposes in the State of California. Acquisition of such land shall be made by gift, purchase or otherwise of real and personal property, both tangible and intangible of every sort and description, and such property shall be used in such a manner as the Directors of the corporation shall deem appropriate to carry out these purposes.

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To Safeguard historically and culturally significant residential structures and neighborhoods from speculative real estate construction and development.

To Conserve land significant for it scenic views, biodiversity, hillside habitats, Riparian microclimates, or other value for the outdoor recreation or education of the public

To Protect open space and prevent damage to critical hillside habitat, riparian ecosystems, Audubon habitats, tree groves from encroaching development

To encourage the cultivation and maintenance of traditional and native flora throughout Elysian Park, Fellowship Park, and Echo Park; To maintain existing boundaries and to extend the boundaries of Elysian Park through land acquisitions, where possible; to develop botanical garden open to the public for recreation and education that also functions as a research test plot for native plant landscaping

To perform live music and record it for live stream in these gardens for fundraising and promotion of non profit research and development.

To maintain an experimental architecture and conceptual art forum open to the public showing a revolving curation of artists and meta designers during hours set by Resolution of the Board.

To educate the public and encourage environmental stewardship through observation, outdoor recreation, and the creation of land arts

To create conservation easements for these open spaces and; To educate the public concerning the necessity of preserving and regenerating habitats in Elysian Park historic park and arboretum

To publish a quarterly newsletter featuring articles informative of these activities and Elysian Park history, and current news relating to environmental impact

To expand and redefine our educational and environmental program from time to time as necessary to meet the continuing challenge of protecting open spaces and hillsides habitats.

To research and designate the Fellowship Park House a Historical Cultural Monument and Historic Property, as well as establish a Historic Property Overlay Zone (HPOZ) encompassing the 18 properties built by HHH and Carl Anderson surrounding Fellowship Parkway neighborhood and surrounding neighborhoods of Elysian Heights within Echo Park of Los Angeles.

In the context of these general purposes, this shall be accomplished through, but shall not be limited to, outreach, education, grants, research, publications, and facilitated by musical performances and documentary video featuring these activities for these purposes.

ARTICLE 4 LIMITATIONS

Section 4.1 Political Activities

The Corporation has been formed under California Nonprofit Corporation Law for the charitable purposes described in Article 3, and it shall be nonprofit and nonpartisan. No substantial part of the activities of the Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in any political campaign (including the publishing or distribution of statements) on behalf of, or in opposition to, any candidate for public office.

Section 4.2 Prohibited Activities

The Corporation shall not, except in any insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes described in Article 3. The Corporation may not carry on any activity for the profit of its Officers, Directors or other persons or distribute any gains, profits or dividends to its Officers, Directors or other persons as such. Furthermore, nothing in Article 3 shall be construed as allowing the Corporation to engage in any activity not permitted to be carried on (i) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") or (ii) by a corporation, contributions to which are deductible under section 170(c)(2) of the Code. 2221

ARTICLE 5 DEDICATION OF ASSETS

Section 5.1 Property Dedicated to Nonprofit Purposes

This corporation's assets are irrevocably dedicated to public benefit purposes. No part of the net earnings, properties or assets of the corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the corporation shall be distributed to a nonprofit fund, foundation or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3).

Section 5.2 Distribution of Assets Upon Dissolution

Upon the dissolution or winding up of the Corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for public and charitable purposes.

ARTICLE 6 MEMBERSHIPS

Section 6.1 Eligibility

Membership is open to any person or organization supporting the mission and purpose of the Trust. Members shall be in good standing so long as minimum levels of financial support, as established by the Board of Trustees, are current or a conservation easement has been placed on property by that individual or organization and the conservation easement is currently in effect.

Section 6.2 Membership Categories

Members may be of the following categories:

A. Benefactors - Any landowner who has placed a conservation easement on a farm with the Trust shall be considered a lifetime member.

B. Honorary - Individual leaders in the area of conservation and land preservation elected by the Board of Trustees as Honorary Members shall be considered lifetime members.

C. Annual - Individuals or organizations, contributing annually to the Trust in such categories as established by the Board of Trustees shall be considered members for a period of one year.

Section 6.3 Power to Govern

Members shall have no voting rights, and all powers provided by law to be exercised by the members shall be vested in and exercised by the Board of Trustees.

ARTICLE 7 DIRECTORS

Section 7.1 Number and Qualifications

7.1.1 Number

The authorized number of directors of the Corporation shall be not less than 2 or more than 12; the exact authorized number to be fixed, within these limits, by resolution of the Board.

7.1.2 Qualifications

Section 7.2 Corporate Powers Exercised by Board

Subject to the provisions of the Articles of Incorporation of the Corporation (the "Articles of Incorporation"), California Nonprofit Corporation Law and any other applicable laws, the business and affairs of the Corporation shall be managed, and all corporate powers shall be exercised, by or under the direction of the board of Directors (the "Board"). The Board may delegate the management of the activities of the Corporation to any person or persons, management company or committee however composed, provided that the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 7.3 Terms: Election of Successors

Each Director shall hold office for a period of one year and until his or her successor is elected and qualifies, or until that Director's earlier resignation or removal in accordance with these Bylaws be staggered.

Section 7.4 Vacancies

7.4.1 Events Causing Vacancy

A vacancy or vacancies on the Board shall be deemed to exist on the occurrence of the following: (i) the death, resignation, or removal of any Director; (ii) whenever the number of authorized Directors is increased; or (iii) the failure of the Board, at any meeting at which any Director or Directors are to be elected, to elect the full authorized number of Directors.

7.4.2 Removal

The Board may by resolution declare vacant the office of a Director who has been declared of unsound mind by an order of court, or convicted of a felony, or found by final order or judgment of any court to have breached a duty under California Nonprofit Corporation Law. The Board may, by a majority vote of the Directors who meet all of the required qualifications to be a Director set forth in Section 7.1.2, declare vacant the office of any Director who fails or ceases to meet any required qualification that was in effect at the beginning of that Director's current term of office.

Directors may be removed without cause by a majority of Directors then in office.

7.4.3 No Removal on Reduction of Number of Directors

No reduction of the authorized number of Directors shall have the effect of removing any Director before that Director's term of office expires unless the reduction also provides for the removal of that specified Director in accordance with these Bylaws and California Nonprofit Corporation Law.

7.4.4 Resignations

Except as provided in this Section 7.4.4, any Director may resign by giving written notice to the Chairperson, the President, the Secretary, or the Board. Such a written resignation will be effective on the later of (i) the date it is delivered or (ii) the time specified in the written notice that the resignation is to become effective. No Director may resign if the Corporation would then be left without a duly elected Director or Directors in charge of its affairs, except upon notice to the California Attorney General (the "Attorney General").

7.4.5 Election to Fill Vacancies

If there is a vacancy on the Board, including a vacancy created by the removal of a Director, the Board may fill such vacancy by electing an additional director as soon as practicable after the vacancy occurs. If the number of Directors then in office is less than a quorum, additional directors may be elected to fill such vacancies by (i) the unanimous written consent of the Directors then in office, (ii) the affirmative vote of a majority of the Directors in office at a meeting held according to notice or waivers complying with section 5211 of the California Nonprofit Corporation Law, or (iii) a sole remaining Director.

Section 7.5 Regular Meeting

Each year, the Board shall hold at least one meeting, at a time and place fixed by the Board, for the purposes of election of Directors, appointment of Officers, review and approval of the corporate budget and transaction of other business. This meeting is sometimes referred to in these Bylaws as the "annual meeting." Other regular meetings of the Board may be held at such time and place as the Board may fix from time to time by resolution.

Section 7.6 Special Meetings

Special meetings of the Board for any purpose may be called at any time by the Chairperson, or the President, or the Vice President (if any), or the Secretary, or any two Directors.

Section 7.7 Notice of Meetings

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Except when the time and place of a regular meeting is set by the Board by resolution in advance (as permitted by Section 7.5), notice of the time and place of all regular and special meetings shall be given to each Director by one of the following methods:

(a) Personal delivery of oral or written notice;
(b) First-class mail, postage paid;
(c) Telephone, including a voice messaging system or other system or technology designed to record and communicate messages; or
(d) Facsimile, electronic mail ("e-mail") or other means of electronic transmission if the recipient has consented to accept notices in this manner.

All such notices shall be given or sent to the Director's address, phone number, facsimile number or e-mail address as shown on the records of the Corporation. Any oral notice given personally or by telephone may be communicated directly to the Director or to a person who would reasonably be expected to promptly communicate such notice to the Director. Notice of regular meetings may be given in the form of a calendar or schedule that sets forth the date, time and place of more than one regular meeting.

7.7.2 Time Requirements

Notices sent by first-class mail shall be deposited into a United States mail box at least four days before the time set for the meeting. Notices given by personal delivery, telephone, voice messaging system or other system or technology designed to record and communicate messages, facsimile, e-mail or other electronic transmission shall be delivered at l east 48 hours before the 7.7/time set for the meeting.

7.7.3 Notice Contents

The notice shall state the time and place for the meeting, except that if the meeting is scheduled to be held at the principal office of the Corporation, the notice shall be valid even if no place is specified. The notice need not specify the purpose of the meeting unless required to elsewhere in these Bylaws.

Section 7.8 Place of Board Meetings

Regular and special meetings of the Board may be held at any place within or outside the state that has been designated in the notice of the meeting, or, if not stated in the notice or, if there is no notice, designated by resolution of the Board. If the place of a regular or special meeting is not designated in the notice or fixed by a resolution of the Board, it shall be held at the principal office of the Corporation.

7.8.1 Meetings by Telephone or Similar Communication Equipment

Any meeting may be held by conference telephone or other communications equipment permitted by California Nonprofit Corporation Law, as long as all Directors participating in the meeting can communicate with one another and all other requirements of California Nonprofit Corporation Law are satisfied. All such Directors shall be deemed to be present in person at such meeting.

Section 7.9 Quorum and Action of the Board

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7.9.1 Quorum
A majority of Directors then in office (but no fewer than two Directors or one-fifth of the authorized number in Section 7.1.1, whichever is greater) shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 7.11.

7.9.2 Minimum Vote Requirements for Valid Board Action
Every act taken or decision made by a vote of the majority of the Directors present at a meeting duly held at which a quorum is present is the act of the Board, unless a greater number is expressly required by California Nonprofit Corporation Law, the Articles of Incorporation or these Bylaws. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors from the meeting, if any action taken is approved by at least a majority of the required quorum for that meeting.

7.9.3 When a Greater Vote Is Required for Valid Board Action
The following actions shall require a vote by a majority of all Directors then in office in order to be effective:
(a) Approval of contracts or transactions in which a Director has a direct or indirect material financial interest as described in Section 10.1 (provided that the vote of any interested Director(s) is not counted);
(b) Creation of, and appointment to, Committees (but not advisory committees) as described in Section 8.1;
(c) Removal of a Director without cause as described in Section 7.4.2; and
(d) Indemnification of Directors as described in Article 11.

Section 7.10 Waiver of Notice
The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if
(i) a quorum is present, and
(ii) either before or after the meeting, each of the Directors who is not present at the meeting signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent does not need to specify the purpose of the meeting.

All waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Also, notice of a meeting is not required to be given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice. Directors can protest the lack of notice only by presenting a written protest to the Secretary either in person, by first-class mail addressed to the Secretary at the principal office of the Corporation as contained on the records of the Corporation as of the date of the protest, or by facsimile addressed to the facsimile number of the Corporation as contained on the records of the Corporation as of the date of the protest.

Section 7.11 Adjournment
A majority of the Directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

Section 7.12 Notice of Adjournment
Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than 24 hours, in which case personal notice of the time and place shall be given before the time of the adjourned meeting to the Directors who were not present at the time of the adjournment.

Section 7.13 Conduct of Meetings
Meetings of the Board shall be presided over by the Chairperson, or, if there is no Chairperson or the Chairperson is absent, the President or, if the President and Chairperson are both absent, by the Vice President (if any) or, in the absence of each of these persons, by a chairperson of the meeting, chosen by a majority of the Directors present at the meeting. The Secretary shall act as secretary of all meetings of the Board, provided that, if the Secretary is absent, the presiding officer shall appoint another person to act as secretary of the meeting. Meetings shall be governed by rules of procedure as may be determined by the Board from time to time, insofar as such rules are not inconsistent with or in conflict with these Bylaws, with the Articles, or with any provisions of law applicable to the Corporation.

Section 7.14 Action Without Meeting
Any action required or permitted to be taken by the Board may be taken without a meeting, if all members of the Board, individually or collectively, consent in writing to the action. For the purposes of this Section 7.14 only, “all members of the Board” shall not include any “interested Director” as defined in section 5233 of the California Nonprofit Corporation Law. Such written consent shall have the same force and effect as a unanimous vote of the Board taken at a meeting. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Written consent may be transmitted by first-class mail, messenger, courier, facsimile, e-mail or any other reasonable method satisfactory to the Chairperson or the President.

Section 7.15 Fees and Compensation of Directors
The Corporation shall not pay any compensation to Directors for services rendered to the Corporation as Directors, except that Directors may be reimbursed for expenses incurred in the performance of their duties to the Corporation, in reasonable amounts as approved by the Board.
Also, Directors may not be compensated for rendering services to the Corporation in a capacity other than as Directors, unless such compensation is reasonable and further provided that not more than 49% of the persons serving as Directors may be “interested persons” which, for purposes of this Section 7.15 only, means:

(a) any person currently being compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full or part-time Officer or other employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Director as Director; or

(b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person.

Section 7.16 Non-Liability of Directors
The Directors shall not be personally liable for the debts, liabilities, or other obligations of the Corporation.

ARTICLE 8 COMMITTEES

Section 8.1 Committees of Directors
The Board may, by resolution adopted by a majority of the Directors then in office, create one or more Board Committees ("Committees"), including an executive committee, each consisting of two or more Directors, to serve at the discretion of the Board. Any Committee, to the extent provided in the resolution of the Board, may be given the authority of the Board except that no Committee may:

(a) approve any action for which the California Nonprofit Corporation Law also requires approval of the members or approval of a majority of all members;

(b) fill vacancies on the Board or in any Committee which has the authority of the Board;

(c) fix compensation of the Directors for serving on the Board or on any Committee;

(d) amend or repeal Bylaws or adopt new Bylaws;

(e) amend or repeal any resolution of the Board which by its express terms is not so amendable or repealable;

(f) appoint any other Committees or the members of these Committees;

(g) expend corporate funds to support a nominee for Director after more persons have been nominated than can be elected; or

(h) approve any transaction (i) between the Corporation and one or more of its Directors or (ii) between the Corporation and any entity in which one or more of its Directors have a material financial interest.

Section 8.2 Meetings and Action of Board Committees
Meetings and action of Committees shall be governed by, and held and taken in accordance with, the provisions of Article 7 concerning meetings of Directors, with such changes in the context of Article 7 as are necessary to substitute the Committee and its members for the Board and its members, except that the time for regular meetings of Committees may be determined by resolution of the Board, and special meetings of Committees may also be called by resolution of the Board. Minutes shall be kept of each meeting of any Committee and shall be filed with the corporate records. The Committee shall report to the Board from time to time as the Board may require. The Board may adopt rules for the governance of any Committee not inconsistent with the provisions by these Bylaws. In the absence of rules adopted by the Board, the Committee may adopt such rules.

Section 8.3 Quorum Rules for Board Committees
A majority of the Committee members shall constitute a quorum for the transaction of Committee business, except to adjourn. A majority of the Committee members present, whether or not constituting a quorum, may adjourn any meeting to another time and place. Every act taken or decision made by a majority of the Committee members present at a meeting duly held at which a quorum is present shall be regarded as an act of the Committee, subject to the provisions of the California Nonprofit Corporation Law relating to actions that require a majority vote of the entire Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Committee members, if any action taken is approved by at least a majority of the required quorum for that meeting.

Section 8.4 Revocation of Delegated Authority
The Board may, at any time, revoke or modify any or all of the authority that the Board has delegated to a Committee, increase or decrease (but not below two) the number of members of a Committee, and fill vacancies in a Committee from the members of the Board.

Section 8.5 Nonprofit Integrity Act/Audit Committee
In any fiscal year in which the Corporation receives or accrues gross_____ dollars or more (excluding grants from, and contracts for services with, governmental entities for which the governmental entity requires an accounting of the funds received), the Board shall

(i) prepare annual financial statements using generally accepted accounting principles that are audited by an independent certified public accountant ("CPA") in conformity with generally accepted auditing standards;
(ii) make the audit available to the Attorney General and to the public on the same basis that the Internal Revenue Service Form 990 is required to be made available; and
(iii) appoint an Audit Committee.

The Audit Committee shall not include paid or unpaid staff or employees of the Corporation, including, if staff members or employees, the President or chief executive officer or the Treasurer or chief financial officer (if any). If there is a finance committee, members of the finance committee shall constitute less than 50% of the membership of the Audit Committee and the chairperson of the Audit Committee shall not be a member of the finance committee. Subject to the supervision of the Board, the Audit Committee shall:

(a) make recommendations to the Board on the hiring and firing of the CPA;
(b) confer with the CPA to satisfy Audit Committee members that the financial affairs of the Corporation are in order;
(c) approve non-audit services by the CPA and ensure such services conform to standards in the Yellow Book issued by the United States Comptroller General; and
(d) if requested by the Board, negotiate the CPA's compensation on behalf of the Board.

Section 8.6 Advisory Committees

The Board may create one or more advisory committees to serve at the pleasure of the Board. Appointments to such advisory committees need not, but may, be Directors. The Board shall appoint and discharge advisory committee members. All actions and recommendations of an advisory committee shall require ratification by the Board before being given effect.

ARTICLE 9 OFFICERS

Section 9.1 Officers

The officers of the Corporation ("Officers") shall be either a President or a Chairperson, or both, a Secretary, and a Treasurer or chief financial officer, or both. Other than the Chairperson, these persons may, but need not be, selected from among the Directors. The Board shall have the power to designate additional Officers, including a Vice President, who also need not be Directors, with such duties, powers, titles and privileges as the Board may fix, including such Officers as may be appointed in accordance with Section 9.6.6. Any number of offices may be held by the same person, except that the Secretary, the Treasurer and the chief financial officer (if any) may not serve concurrently as either the President or the Chairperson.

Section 9.2 Election of Officers

The Officers, except those appointed in accordance with Section 9.6.6, shall be elected by the Board at the annual meeting of the Corporation for a term of one year, and each shall serve at the discretion of the Board until his or her successor shall be elected, or his or her earlier resignation or removal. Officers may be elected for [__] consecutive terms.

Section 9.3 Removal of Officers

Subject to the rights, if any, of an Officer under any contract of employment, any Officer may be removed, with or without cause, (i) by the Board, at any regular or special meeting of the Board, or at the annual meeting of the Corporation, or (ii) by an Officer on whom such power of removal may be conferred by the Board.

Section 9.4 Resignation of Officers

Any Officer may resign at any time by giving written notice to the Corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any of the Corporation under any contract to which the Officer is a party.

Section 9.5 Vacancies in Offices

A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to that office, provided that such vacancies shall be filled as they occur and not on an annual basis. In the event of a vacancy in any office other than the President or one appointed in accordance with Section 9.6.6, such vacancy shall be filled temporarily by appointment by the President, or if none, by the Chairperson, and the appointee shall remain in office for 60 days, or until the next regular meeting of the Board, whichever comes first. Thereafter, the position can be filled only by action of the Board.

Section 9.6 Responsibilities of Officers

9.6.1 Chairperson of the Board

The chairperson of the Board (the "Chairperson"), if any, shall be a Director and shall preside at meetings of the Board and exercise and perform such other powers and duties as may from time to time be assigned to him by the Board or prescribed by these Bylaws. If the Board designates both a Chairperson and a President, the Board shall, by resolution, establish the specific duties carried by each position.

9.6.2 President

The president of the Corporation (the "President") shall, if there is no Chairperson, or in the Chairperson's absence, preside at meetings of the Board and exercise and perform such other powers and duties as may from time to time be assigned to him by the Board or prescribed by these Bylaws. If no other person is designated as the chief executive, the President shall, in addition, be the chief executive and shall have the powers and duties prescribed in Section 9.7.

9.6.3 Vice President

The vice president of the Corporation (the "Vice President") shall, in the absence or disability of the President, perform all the duties of the President and, when so acting, have all the powers of and be subject to all the restrictions upon, the President. The Vice President shall have such other powers and perform such other duties as may be prescribed by the Board.

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9.6.4 Secretary

The secretary of the Corporation (the "Secretary") shall attend to the following:

9.6.4.1 Bylaws

The Secretary shall certify and keep or cause to be kept at the principal office of the Corporation the original or a copy of these Bylaws as amended to date.

9.6.4.2 Minute Book

The Secretary shall keep or cause to be kept a minute book as described in Section 12.1.

9.6.4.3 Notices

The Secretary shall give, or cause to be given, notice of all meetings of the Board in accordance with these Bylaws.

9.6.4.4 Corporate Records

Upon request, the Secretary shall exhibit or cause to be exhibited at all reasonable times to any Director, or to his or her agent or attorney, these Bylaws and the minute book.

9.6.4.5 Corporate Seal and Other Duties

The Secretary shall keep or cause to be kept the seal of the Corporation, if any, in safe custody, and shall have such other powers and perform such other duties incident to the office of Secretary as may be prescribed by the Board or these Bylaws.

9.6.5 Treasurer

The treasurer of the Corporation (the "Treasurer") shall attend to the following:

9.6.5.1 Books of Account

The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements. The books of account shall be open to inspection by any Director at all reasonable times.

9.6.5.2 Financial Reports

The Treasurer shall prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.

9.6.5.3 Deposit and Disbursement of Money and Valuables

The Treasurer shall deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board; shall disburse, or cause to be disbursed, the funds of the Corporation as may be ordered by the Board; shall render, or cause to be rendered to the President and Directors, whenever they request it, an account of all of his or her transactions as Treasurer and of the financial condition of the Corporation; and shall have other powers and perform such other duties incident to the office of Treasurer as may be prescribed by the Board or these Bylaws.

9.6.5.4 Bond

If required by the Board, the Treasurer shall give the Corporation a bond in the amount and with the surety or sureties specified by the Board for faithful performance of the duties of his office and for restoration to the Corporation of all its books, papers, vouchers, money, and other property of every kind in his possession or under his control on his death, resignation, retirement, or removal from office.

9.6.6 Additional Officers

The Board may empower the Chairperson, President, or chief executive, to appoint or remove such other Officers as the business of the Corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Board from time to time may determine.

Section 9.7 Chief Executive

Subject to such supervisory powers as may be given by the Board to the Chairperson or President, the Board may hire a chief executive who shall be the general manager of the Corporation, and subject to the control of the Board, shall supervise, direct and control the Corporation's day-to-day activities, business and affairs. The chief executive (who may be referred to as the "chief executive officer" or "executive director" shall be empowered to hire, supervise and fire all of the employees of the Corporation, under such terms and having such job responsibilities as the chief executive shall determine in his or her sole discretion, subject to the rights, if any, of the employee under any contract of employment. The chief executive may delegate his or her responsibilities and powers subject to the control of the Board. He or she shall have such other powers and duties as may be prescribed by the Board or these Bylaws. Additionally, the Board may, by resolution, appoint the chief executive as an Officer.

Section 9.8 Compensation of Officers

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9.8.1 Salaries Fixed by Board
The salaries of Officers, if any, shall be fixed from time to time by resolution of the Board or by the person or Committee to whom Board has delegated this function, and no Officer shall be prevented from receiving such salary by reason of the fact that he or she is also a Director, provided, however, that such compensation paid to a Director for serving as an Officer shall only be allowed if permitted under the provisions of Section 7.15. In all cases, any salaries received by Officers shall be reasonable and given in return for services actually rendered for the Corporation which relate to the performance of the public benefit purposes of the Corporation. No salaried Officer serving as a Director shall be permitted to vote on his or her own compensation as an Officer.

9.8.2 Fairness of Compensation
The Board shall periodically review the fairness of compensation, including benefits, paid to every person, regardless of title, with powers, duties, or responsibilities comparable to the president, chief executive officer, treasurer, or chief financial officer (i) once such person is hired, (ii) upon any extension or renewal of such person's term of employment, and (iii) when such person's compensation is modified (unless all employees are subject to the same general modification of compensation).

ARTICLE 10 TRANSACTIONS BETWEEN CORPORATION AND DIRECTORS OR OFFICERS

Section 10.1 Transactions with Directors and Officers

10.1.1 Interested Party Transactions .

Except as described in Section 10.1.2, the Corporation shall not be a party to any transaction:

(a) in which one or more of its Directors or Officers has a material financial interest, or

(b) with any corporation, firm, association, or other entity in which one or more Directors or Officers has a material financial interest.

10.1.2 Requirements to Authorize Interested Party Transactions

The Corporation shall not be a party to any transaction described in 10.1.1 unless:

a) the Corporation enters into the transaction for its own benefit;
(b) the transaction is fair and reasonable to the Corporation at the time the transaction is entered into;
(c) prior to consummating the transaction or any part thereof, the Board authorizes or approves the transaction in good faith, by a vote of a majority of Directors then in office (without counting the vote of the interested Directors), and with knowledge of the material facts concerning the transaction and the interested Director's or Officer's financial interest in the transaction;
(d) prior to authorizing or approving the transaction, the Board considers and in good faith determines after reasonable investigation that the Corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances; and
(e) the minutes of the Board meeting at which such action was taken reflect that the Board considered and made the findings described in paragraphs (a) through (d) of this Section

10.1.3 Material Financial Interest

A Director or Officer shall not be deemed to have a "material financial interest" in a transaction:

(a) that fixes the compensation of a Director as a Director or Officer;

(b) if the contract or transaction is part of a public or charitable program of the Corporation and it (1) is approved or authorized by the Corporation in good faith and without unjustified favoritism, and (2) results in a benefit to one or more Directors or their families only because they are in the class of persons intended to be benefited by the program; or

(c) where the interested Director has no actual knowledge of the transaction and it does not exceed the lesser of one percent of the gross receipts of the corporation for the preceding year or $100,000.

Section 10.2 Loans to Directors and Officers

The Corporation shall not make any loan of money or property to or guarantee the obligation of any Director or Officer, unless approved by the Attorney General; except that, however, the Corporation may advance money to a Director or Officer for expenses reasonably anticipated to be incurred in the performance of duties of such Director or Officer, if in the absence of such advance, such Director or Officer would be entitled to be reimbursed for such expenses by the Corporation.

The limitation above does not apply if (i) the loan is necessary, in the judgment of the Board, to provide financing for the purchase of the principal residence of an Officer in order to secure the services of (or continued services of) the Officer and the loan is secured by real property located in California; or (ii) the loan is for the payment of premiums on a life insurance policy on the life of a Director or Officer and repayment to the Corporation of the amount paid by it is secured by the proceeds of the policy and its cash surrender value.

Section 10.3 Interlocking Directorates

No contract or other transaction between the Corporation and any corporation, firm or association of which one or more Directors are directors is either void or voidable because such Director(s) are present at the Board or Committee meeting that authorizes, approves or

ratifies the contract or transaction, if (i) the material facts as to the transaction and as to such Director's other directorship are fully disclosed or known to the Board or Committee, and the Board or Committee authorizes, approves or ratifies the contract or transaction good faith by a vote sufficient without counting the vote of the common Director(s) (subject to the quorum provisions of Article 7); or if (ii) the contract or transaction is just and reasonable as to the Corporation at the time it is authorized, approved or ratified.

Section 10.4 Duty of Loyalty; Construction with Article 11
Nothing in this Article 10 shall be construed to derogate in any way from the absolute duty of loyalty that every Director and Officer owes to the Corporation. Furthermore, nothing in this Article 10 shall be construed to override or amend the provisions of Article 11. All conflicts between the two articles shall be resolved in favor of Article 11.

ARTICLE 11 INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

Section 11.1 Definitions For purpose of this Article 11,

11.1.1 "Agent"
means any person who is or was a Director, Officer, employee, or other agent of the Corporation, or is or was serving at the request of the Corporation as a Director, Officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, or was a Director, Officer, employee, or agent of a foreign or domestic corporation that was a predecessor corporation of the Corporation or of another enterprise at the request of the predecessor corporation;

11.1.2 "Proceeding"
means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative; and

11.1.3 "Expenses"
includes, without limitation, all attorneys' fees, costs, and any other expenses reasonably incurred in the defense of any claims or proceedings against an Agent by reason of his or her position or relationship as Agent and all attorneys' fees, costs, and other expenses reasonably incurred in establishing a right to indemnification under this Article 11.

Section 11.2 Applicability of Indemnification Provisions

11.2.1 Successful Defense by Agent
To the extent that an Agent has been successful on the merits in the defense of any proceeding referred to in this Article 11, or in the defense of any claim, issue, or matter therein, the Agent shall be indemnified against expenses actually and reasonably incurred by the Agent in connection with the claim.

11.2.2 Settlement or Unsuccessful Defense by Agent
If an Agent either settles any proceeding referred to in this Article 11, or any claim, issue, or matter therein, or sustains a judgment rendered against him, then the provisions of Section 11.3 through Section 11.6 shall determine whether the Agent is entitled to indemnification.

Section 11.3 Actions Brought by Persons Other than the Corporation
This Section 11.3 applies to any proceeding other than an action "by or on behalf of the corporation" as defined in Section 11.4. Such proceedings that are not brought by or on behalf of the Corporation are referred to in this Section 11.3 as "Third Party proceedings."

11.3.1 Scope of Indemnification in Third Party Proceedings
Subject to the required findings to be made pursuant to Section 11.3.2, the Corporation [may OR shall] indemnify any person who was or is a party, or is threatened to be made a party, to any Third Party proceeding, by reason of the fact that such person is or was an Agent, for all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceeding.

11.3.2 Required Standard of Conduct for Indemnification in Third Party Proceedings
Any indemnification granted to an Agent in Section 11.3.1 above is conditioned on the following. The Board must determine, in the manner provided in Section 11.5, that the Agent seeking reimbursement acted in good faith, in a manner he or she reasonably believed to be in the best interest of the Corporation, and, in the case of a criminal proceeding, he or she must have had no reasonable cause to believe that his or her conduct was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or on a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or in a manner he or she reasonably believed to be in the best interest of the Corporation or that he or she had reasonable cause to believe that his or her conduct was unlawful.

Section 11.4 Action Brought By or On Behalf Of the Corporation
This Section 11.4 applies to any proceeding brought (i) by or in the right of the Corporation, or (ii) by an Officer, Director or person granted relator status by the Attorney General, or by the Attorney General, on the ground that the defendant Director was or is engaging in self-dealing within the meaning of section 5233 of the California Nonprofit Corporation Law, or (iii) by the Attorney General or person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust (any such proceeding is referred to in these Bylaws as a proceeding "by or on behalf of the Corporation").

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11.4.1 Scope of Indemnification in Proceeding By or On Behalf Of the Corporation
Subject to the required findings to be made pursuant to Section 11.4.2, and except as provided in Sections 11.4.3 and 11.4.4, the Corporation may indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding by or on behalf of the Corporation, by reason of the fact that such person is or was an Agent, for all expenses actually and reasonably incurred in connection with the defense or settlement of such action.

11.4.2 Required Standard of Conduct for Indemnification in Proceeding By or On Behalf Of the Corporation
Any indemnification granted to an Agent in Section 11.4.1 is conditioned on the following. The Board must determine, in the manner provided in Section 11.5, that the Agent seeking reimbursement acted in good faith, in a manner he or she believed to be in the best interest of the Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

11.4.3 Claims Settled Out of Court
If any Agent settles or otherwise disposes of a threatened or pending action brought by or on behalf of the Corporation, with or without court approval, the Agent shall receive no indemnification for amounts paid pursuant to the terms of the settlement or other disposition. Also, in cases settled or otherwise disposed of without court approval, the Agent shall receive no indemnification for expenses reasonably incurred in defending against the proceeding, unless the proceeding is settled with the approval of the Attorney General.

11.4.4 Claims and Suits Awarded Against Agent
If any Agent is adjudged to be liable to the Corporation in the performance of the Agent's duty to the Corporation, the Agent shall receive no indemnification for amounts paid pursuant to the judgment, and any indemnification of such Agent under Section 11.4.1 for expenses actually and reasonably incurred in connection with the defense of that action shall be made only if both of the following conditions are met:

(a) The determination of good faith conduct required by Section 11.4.2 must be made in the manner provided for in Section 11.5; and

(b) Upon application, the court in which the action was brought must determine that, in view of all of the circumstances of the case, the Agent is fairly and reasonably entitled to indemnity for the expenses incurred. If the Agent is found to be so entitled, the court shall determine the appropriate amount of expenses to be reimbursed.

Section 11.5 Determination of Agent's Good Faith Conduct
The indemnification granted to an Agent in Section 11.3 and Section 11.4 is conditioned on the findings required by those Sections being made by:

(a) the Board by a majority vote of a quorum consisting of Directors who are not parties to the proceeding; or

(b) the court in which the proceeding is or was pending. Such determination may be made on application brought by the Corporation or the Agent or the attorney or other person rendering a defense to the Agent, whether or not the application by the Agent, attorney, or other person is opposed by the Corporation.

Section 11.6 Limitations
No indemnification or advance shall be made under this Article 11, except as provided in Section 11.2.1 or Section 11.5(b), in any circumstances when it appears:

(a) that the indemnification or advance would be inconsistent with a provision of the Articles of Incorporation, as amended, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) that the indemnification would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 11.7 Advance of Expenses
Expenses incurred in defending any proceeding may be advanced by the Corporation before the final disposition of the proceeding on receipt of an undertaking by or on behalf of the Agent to repay the amount of the advance unless it is determined ultimately that the Agent is entitled to be indemnified as authorized in this Article 11.

Section 11.8 Contractual Rights of Non-Directors and Non-Officers
Nothing contained in this Article 11 shall affect any right to indemnification to which persons other than Directors and Officers of the Corporation, or any of its subsidiaries, may be entitled by contract or otherwise.

Section 11.9 Insurance
The Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any Agent, as defined in this Article 11, against any liability asserted against or incurred by any Agent in such capacity or arising out of the Agent's status as such, whether or not the Corporation would have the power to indemnify the Agent against the liability under the provisions of this Article 11.

D

ARTICLE 12 CORPORATE RECORDS, REPORTS AND SEAL

Section 12.1 Minute Book

The Corporation shall keep a minute book in written form which shall contain a record of all actions by the Board or any committee including (i) the time, date and place of each meeting; (ii) whether a meeting is regular or special and, if special, how called; (iii) the manner of giving notice of each meeting and a copy thereof; (iv) the names of those present at each meeting of the Board or any Committee thereof; (v) the minutes of all meetings; (vi) any written waivers of notice, consents to the holding of a meeting or approvals of the minutes thereof; (vii) all written consents for action without a meeting; (viii) all protests concerning lack of notice; and (ix) formal dissents from Board actions.

Section 12.2 Books and Records of Account

The Corporation shall keep adequate and correct books and records of account. "Correct books and records" includes, but is not necessarily limited to: accounts of properties and transactions, its assets, liabilities, receipts, disbursements, gains, and losses.

Section 12.3 Articles of Incorporation and Bylaws

The Corporation shall keep at its principal office, the original or a copy of the Articles of Incorporation and Bylaws as amended to date.

Section 12.4 Maintenance and Inspection of Federal Tax Exemption Application and Annual Information Returns

The Corporation shall at all times keep at its principal office a copy of its federal tax exemption application and, for three years from their date of filing, its annual information returns. These documents shall be open to public inspection and copying to the extent required by the Code.

Section 12.5 Annual Report; Statement of Certain Transactions

The Board shall cause an annual report to be sent to each Director within 120 days after the close of the Corporation's fiscal year containing the following information:

(a) The assets and liabilities of the Corporation as of the end of the fiscal year;
(b) The principal changes in assets and liabilities, including trust funds, during the fiscal year;

(c) The revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes, for this fiscal year;

(d)The expenses or disbursements of the Corporation for both general and restricted purposes during the fiscal year;

(e) A statement of any transaction (i) to which the Corporation, its parent, or its subsidiary was a party, (ii) which involved more than $50,000 or which was one of a number of such transactions with the same person involving, in the aggregate, more than $50,000, and (iii) in which either of the following interested persons had a direct or indirect material financial interest (a mere common directorship is not a financial interest):

(1) Any Director or Officer of the Corporation, its parent, or its subsidiary;

(2) Any holder of more than 10% of the voting power of the Corporation, its parent, or its subsidiary.

The statement shall include: (i) a brief description of the transaction; (ii) the names of interested persons involved; (iii) their relationship to the Corporation; (iv) the nature of their interest in the transaction, and; (v) when practicable, the amount of that interest, provided that, in the case of a partnership in which such person is a partner, only the interest of the partnership need be stated.

(f) A brief description of the amounts and circumstances of any loans, guaranties, indemnifications, or advances aggregating more than $10,000 paid during the fiscal year to any Officer or Director under Article 10 or Article 11.

Section 12.6 Directors' Rights of Inspection

Every Director shall have the absolute right at any reasonable time to inspect the books, records, documents of every kind, and physical properties of the Corporation and each of its subsidiaries. The inspection may be made in person or by the Director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents.

Section 12.7 Corporate Seal

The corporate seal, if any, shall be in such form as may be approved from time to time by the Board. Failure to affix the seal to corporate instruments, however, shall not affect the validity of any such instrument.

ARTICLE 13 EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS

Section 13.1 ExCorporation, and such authority may be general or confined to specific instances. Unless so authorized, no Officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

D

Section 13.2 Checks and Notes
Except as otherwise specifically determined by resolution of the Board, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the Corporation shall be signed by the Treasurer and countersigned by the President.

Section 13.3 Deposits
All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board may select.

Section 13.4 Gifts
The Board may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the charitable or public purposes of the Corporation.

ARTICLE 14 CONSTRUCTION AND DEFINITIONS

Unless the context requires otherwise, the general provisions, rules of construction, and definitions of California Nonprofit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the above, the masculine gender includes the feminine and neuter, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both the Corporation and a natural person. All references to statutes, regulations and laws shall include any future statutes, regulations and laws that replace those referenced.

ARTICLE 15 AMENDMENTS

Section 15.1 Amendment by Directors
The Board may adopt, amend or repeal bylaws. Such power is subject to the following limitations:

(a) Where any provision of these Bylaws requires the vote of a larger proportion of the Directors than otherwise is required by law, such provision may not be altered, amended or repealed except by the vote of such greater number.

(b) No amendment may extend the term of a Director beyond that for which such Director was elected.

(c) If bylaws are adopted, amended or repealed at a meeting of the Board, such action is authorized only at a duly called and held meeting for which written notice of such meeting, setting forth the proposed bylaw revisions with explanations therefor, is given in accordance with these Bylaws, unless such notice is waived in accordance with these Bylaws.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of the *Harwell Hamilton Harris Fellowship Parkway Conservancy*, a California nonprofit public benefit corporation; that these Bylaws, consisting of *13* pages, are the Bylaws of this Corporation as adopted by the Board of Directors on *1st of June, 2020*; and that these Bylaws have not been amended or modified since that date.

Executed on the 1st of June, 2020 at Los Angeles, California

Elishba Seidenglanz
Secretary

Echo Wild Elysian Park Open Space Experimental Conservancy
a 501(c)3 non-profit organization
1410 Ewing St. Los Angeles, CA 90026
(a.k.a. 1968 Avon St. Los Angeles, CA 90026)

E

The Metropolitan Water District of Southern California
SoCal Water$mart Residential Rebate

First written 10 December 2019
Todays Date 9 June 2020

Proposal for the Turf Removal Rebate Program

According to the Terms and Conditions of the LADWP Turf Removal rebate program, my husband and I have outlined a plan to transform our entire parcel into a sustainable California native garden. We live at the north side edge of Elysian Park and our lot can serve as an open space and connecting path for wildlife migration into other open spaces adjacent Avalon Staircase, the Baxter staircase open spaces. Turf removal, planting, installing and all related landscaping will be executed by me and my husband; no outside contractor/gardener will be hired.

Sq Ft. Project Area & Turf Grass Removal

Estimated project area is 4,089 sq ft (1761 sq ft front yard; 2108 sq ft back yard+ 229 sq ft second building porch yard wherein turf, grass lawn, and invasive plants shall be removed and herein the program features shall be installed. Upon reviewing Calscape.org catalog of California native and invasive species, I was able to identify 3 invasive plants currently thriving in my yard: Helio,
The Turf grass is a mixture of Bluegrass, Ryegrass predominantly that is a local native especially during this winter season. Despite being a native grass, we will also be removing this turf grass throughout the lot.

Permeable Hardscape

Drawing inspiration from traditional Japanese gardens, we will create a winding path made of stepping stone and sand filler to create a *stroll garden* where one can admire nature up close and in the distance. This pathway shall be the designated permeable hardscape made of the natural sandstone, limestone, and slate rocks found in the dirt , then filled in with a mixture of sand, granite, gravel, and/or lava rocks.

Irrigation system will be a controlled network of fog misters, drip, micro-spray, bubblers, and rotating vortex sprayers laid to deliver water to various areas according to the plant's preference. Example: Fog misters in the vegetable garden, drip in the trees and shrubs.

The previous owner had neglected the house and garden for years and left the grounds to soak through a lawn hose with holes poked in it in intervals like a pseudo-drip hose. The lot was overgrown with Jade succulent The massive Jade root system grew more and more and became a hazard to the house as it was breaking away at concrete underground and causing the hillside to erode without much resistance. We have since removed most of the plants and root ball and fungi from the land, and allowed the green grasses to grow in its replacement; however we have come to understand that green grasses are not quite as sustainable as California native flora and fauna.

Plants

We plan on landscaping our yard following traditional Japanese garden principles with native California foliage and wildflowers so as to create a Japanese California hybrid natural areas and disturbed terrain habitats such as seen in Elysian Park hiking trails similar to Golden Gate Park. We understand the importance of biodiversity in the garden for its success in the long-run. Our plant selection is based on the qualities and impacts benefiting the localized ecosystem and natural environment. Excellent erosion control capabilities, and pollinator qualities for the butterflies, bees, and hummingbirds are key factors we prioritize. Because we have a thriving beehive living in the walls of our house, Africanized Honey Bees, we want to continue supporting these pollinators by moving them into a Langstroth Box to allow their hive to expand. We will be contacting a professional beekeeper to transplant the hive and to give us proper training as beekeepers. First and foremost, biodiversity in the garden is crucial for a thriving ecosystem. Aesthetic choices are made for their cyan-magenta hue and complementary colours. We based our palate on a traditional Japanese futon cover that has a lavender floral theme.

Beginning with **California native groundcovers** such as Dichondra, Strawberry Clover, White Clover, and Gold Sedum will replace large areas of the turf grass. This is primarily to control the hillside soil erosion problems we have felt on the house'sf foundation. **Existing trees** growing on the lot are

Boxwood,
Coulter Pine,
Pomegranate,
Lemon Lime,
Goji berry,
Olive trees
as well as the protected Southern California Black Walnut tree,
the protected Live Oak Trees,
the protected Sequoia Redwood trees are growing on the lot.

We hope to plant the California Juniper and Alder trees. We are tending to Sequoia redwood tree seedlings that originated from the last remaining living Sequoia Semper Redwood tree in all of Elysian Park(where the Giants Redwood Forest once thrived. We also ordered 7 Jacaranda trees through the City Trees free trees program and are awaiting delivery.

We went to incorporate edible plants to this native garden for us and the community to enjoy, so edible **California Native Plants** to be planted include:

Herbs /
Lavender,
Rosemary,
Spearmint,
Dill,

Leafs/
Red Rubin Basil,
Basil,
Oregano,
Lettuces,
Arugula,
Musclin,
Dinosaur Kale,
Romaine Lettuce,
Green Leaf Lettuce,
Chard,

Roots/
Colliflower,
Broccoli,

Carrots,
Beets,
Onions,
Garlic.

American Red Raspberry vine,
Wild Cucumber vine,
Wild Ginger,
Beach Strawberry,
Catalina Cherry will also be planted.

Fruits/

California native flowers that we want to plant are
Morning Glories,
Royal Penstemon,
Checkerbloom,
Yellow Stonecrop, s
Desert Wishbone Bush,
Sticky Phacelia,
Wild Heliotrope,
Wild Marigold,
Showy Penstemon,
Chamise,
Red California Poppy,
Orange California Poppy,
California Bluebells,
Petunia Silver Hybrid Tidal Wave,
Baby Snapdragon,
Crape Myrtles Black Diamond,
Blue Flax,
Sweet Pea,
Russell Lupine,
Forget-Me-Not Blue Bird,
Scarlet Flax.

California native grasses and ferns such as
Scouring rush Horsetail,
Deer Fern,
Hairgrass,
Showy Milkweed,
Cleveland Sage,
Silver Lupine,

San Diego Ceanothus shall line the walls of the existing dry river bed. It is unmaintained, so we will reinforce it and dig out swales to incorporate rainwater retention features as part of this program. This manmade river bed had been a diverter that channeled water down the hill. Because this creek bed sits primarily in the shade, we chose these native drought-tolerant shade grasses and ferns to line the riverbed.

Exposed Soil shall be covered with 3" of black lava rock and black wood chips for mulch. Rich in minerals, lightweight and airy, evenly spread out volcanic rock is an incredible form of mulch that does not hinder seedlings from growing; openings allow air circulation and aids in creating ideal microclimates for new seedlings and germination. It retains moisture in the soil and does not compact the soil under its weight which allows the roots to continue growing..

***Rainwater retention features**: Dry Creekbed, Graded Terrace, Vegetated Swales, and Mushroom Rock Garden.*

E

The **dry creek bed follows the** natural sandstone rock wall at the base of the hillside slope. It channels water running along the entire breadth of the hillside and gradually slopes towards the edge of the parcel - to channel water from pooling upon the foundation of the house.

The first and second hillside slopes shall be **graded to establish terrace**s not more than 5 to 1 slope using stakes, mud, wooden boards, and rocks found on-site. Groundcover will be seeded to grow around this to help retain the hillside from slipping away. All broken pieces of concrete slabs will be removed from the land as it is an immense amount of weight that gravity is pulling down at all times. Only natural rocks, sandstone, limestone, and slate, lose river rocks and oceanic fossils found on-site shall be added to dry creek bed,

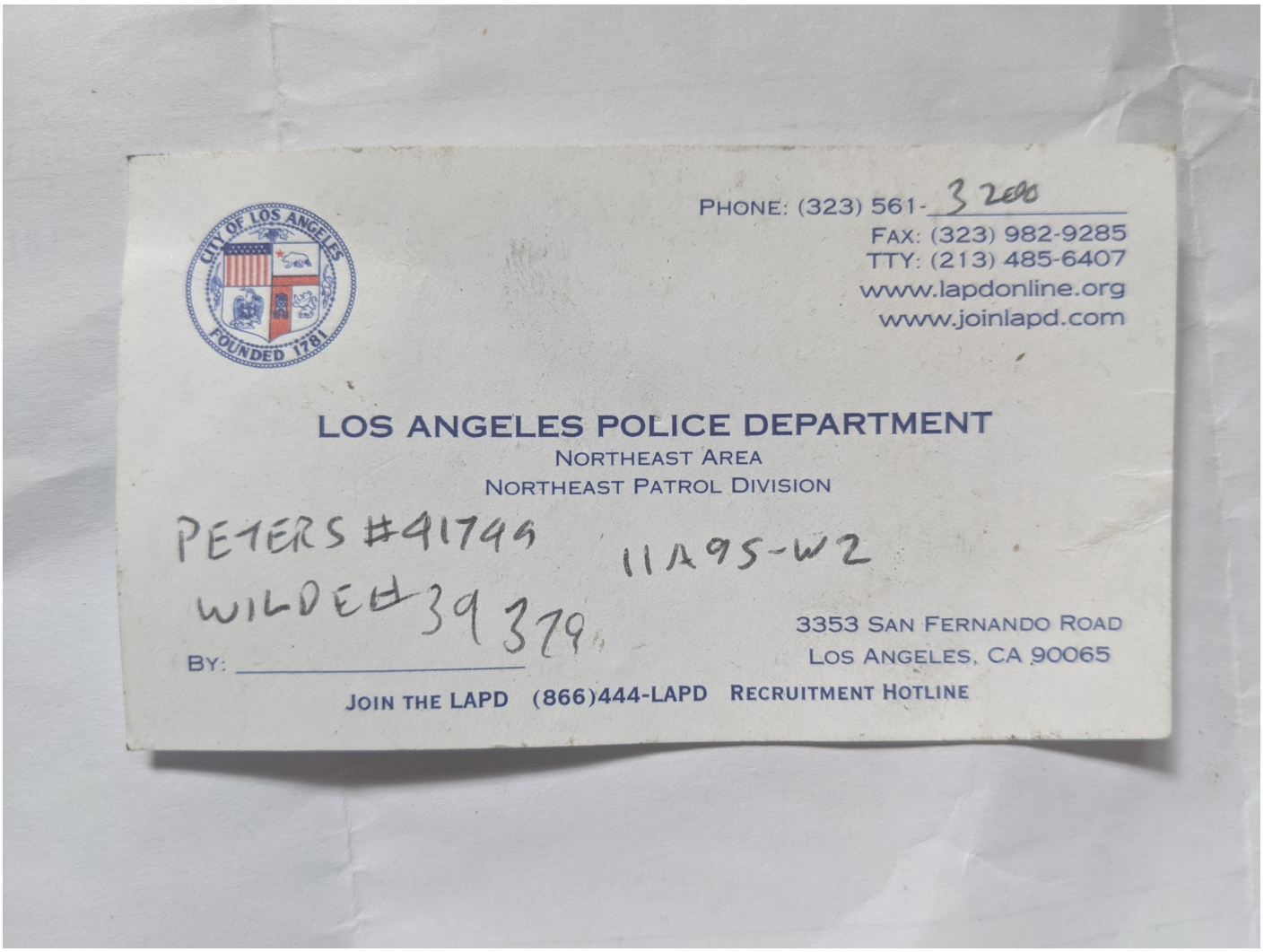
At the base of each terrace shall be a **vegetated swale** sloping away from the house to keep rainwater moving away from the foundation of the house. In the swale, a minimum of 2% slope from end to end of the swale will retain water longer in order to soak into the ground. At every swale we will plant **a mushroom rain garden**. Mushrooms are enormously beneficial to plants for their ability to break down organic matter into nutrients for plants. Mushrooms are also incredible detoxifiers and are a form of filtration system for pollutants carried in by the rainwater.

We would like to install a **rain barrel and rain gutter t**o funnel excess water that did not soak into the ground into will funnel into the barrel and collected for future use. We want to install a pump and PVC water pipes to circulate the water used to irrigate the land back into the top of the dry creek bed thus essentially creating a continuous waterfall and creek. Essentially creating a sustainable watering hole for the diverse wildlife. Presently there are families of owls, blue jays,finches, red hawk, ravens, bees, butterflies, bobcats, coyotes, skunks, racoons, squirrels and plants and cacti seen passing through our yard. A dedicated water supply would benefit the ecosystem in this neighborhood and meet criteria for a Wildlife Preservation nomination by the National Wildlife Federation..)

By way of our easement for the South entrance running alongside the vacated lot that is 1404 Ewing St, we volunteer to maintain this open space as a natural area habitat. By opening up sections of our fences we are allowing animals to transgress to open spaces and creating a migratory pathway from Elysian Park, to the Avalon Staircase, to the Baxtar staircase, and ultimately through Fellowship Parkway, to Red Car Corealis to Griffith Park and eventually the Santa Monica Mountains.

Echo Wild Elysian Park Open Space Experimental Conservancy
a 501(c)3 non-profit organization
Erik Seidenglanz, Director
Elishba Seidenglanz, Director
1410 Ewing St. Los Angeles, California, USA 90026
(213) 285 7851
studio@playplayplay.org

F



PHONE: (323) 561-3200
FAX: (323) 982-9285
TTY: (213) 485-6407
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www.joinlapd.com

LOS ANGELES POLICE DEPARTMENT
NORTHEAST AREA
NORTHEAST PATROL DIVISION

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WILDER #39379

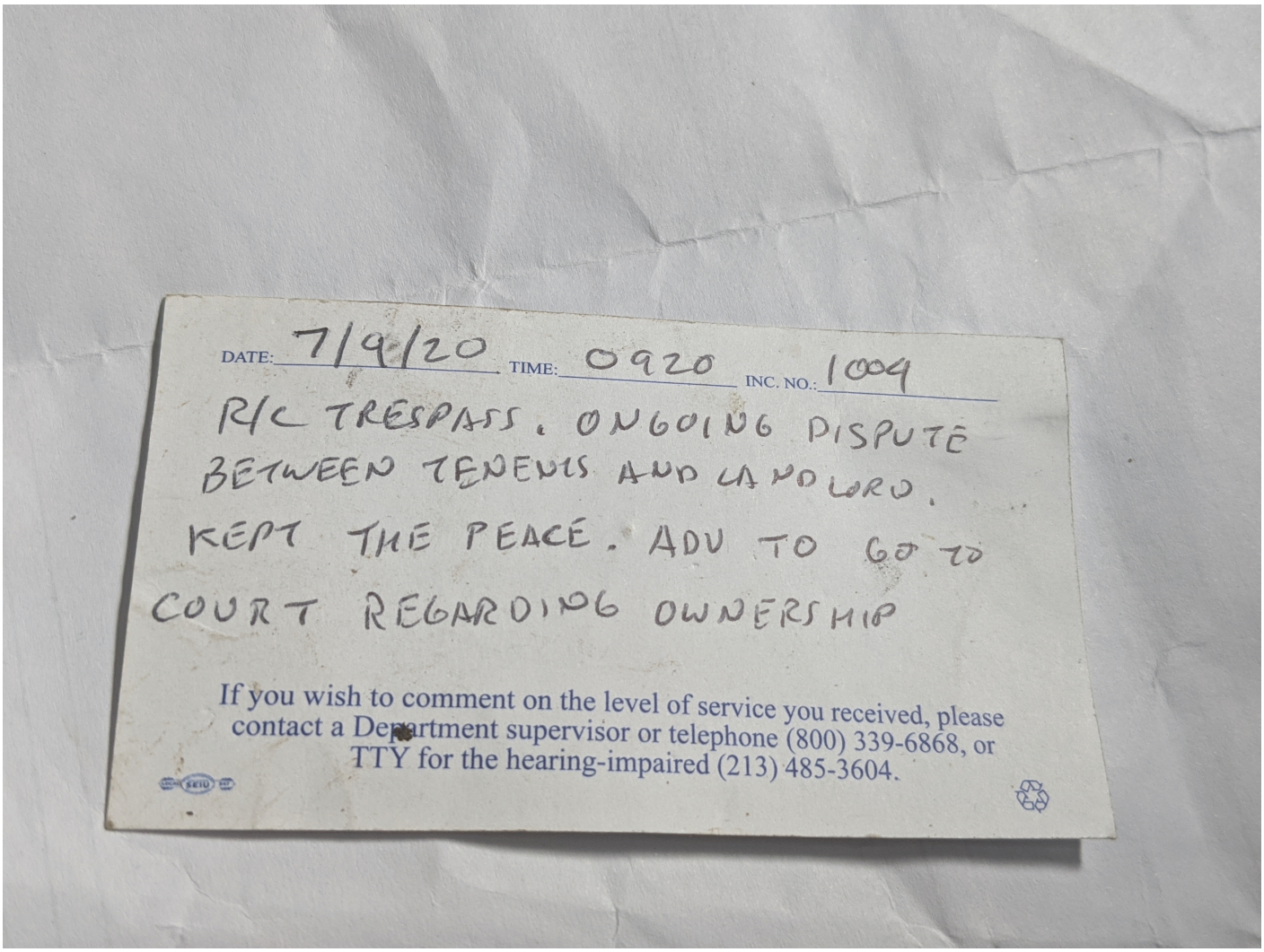
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BY: _____

3353 SAN FERNANDO ROAD
LOS ANGELES, CA 90065

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F



DATE: 7/9/20 TIME: 0920 INC. NO.: 1004

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If you wish to comment on the level of service you received, please contact a Department supervisor or telephone (800) 339-6868, or TTY for the hearing-impaired (213) 485-3604.

G

ORDINANCE NO. 186585

An ordinance adding Article 14.6 to the Los Angeles Municipal Code to temporarily prohibit certain residential and commercial evictions due to the COVID-19 pandemic.

WHEREAS, international, national, state, and local governments and health authorities are responding to an outbreak of a disease caused by the novel coronavirus referred to as COVID-19;

WHEREAS, the State of California, the County of Los Angeles, and the City of Los Angeles are experiencing a public health crisis from the COVID-19 pandemic that will have lasting impacts on residents and the economy;

WHEREAS, on March 4, 2020, the Governor of the State of California declared a State of Emergency to exist in California as result of the threat of COVID-19;

WHEREAS, on March 4, 2020, the Los Angeles County Board of Supervisors and Department of Public Health declared a local emergency and local public health emergency to aid the regional healthcare and governmental community in responding to COVID-19;

WHEREAS, on March 4, 2020, the Mayor of Los Angeles declared a local emergency based on the COVID-19 pandemic;

Text

WHEREAS, the Centers for Disease Control and Prevention, the California Department of Health, and the Los Angeles County Department of Public Health have all issued recommendations including but not limited to social distancing, staying home if sick, canceling or postponing large group events, working from home, and other precautions to protect public health and prevent transmission of this communicable virus;

WHEREAS, as a result of the public health emergency and the precautions recommended by health authorities, many residents and businesses in the City of Los Angeles have experienced or expect soon to experience sudden and unexpected income loss;

WHEREAS, the Governor of the State of California has stated that individuals exposed to COVID-19 may be temporarily unable to report to work due to illness caused by COVID-19 or quarantines related to COVID-19 and individuals directly affected by COVID-19 may experience potential loss of income, health care and medical coverage, and ability to pay for housing and basic needs, thereby placing increased demands on already strained regional and local health and safety resources, including shelters and food banks;

WHEREAS, further economic impacts are anticipated, leaving tenants, both residential and commercial, vulnerable to eviction;

WHEREAS, during this local emergency and in the interest of protecting the public health and preventing transmission of COVID-19, it is essential to avoid unnecessary housing displacement to protect the City's affordable housing stock and to prevent housed individuals from falling into homelessness;

WHEREAS, on March 16, 2020, the Governor issued Executive Order N-28-20, which authorizes local jurisdictions to suspend certain evictions of renters and homeowners, requests a moratorium on foreclosures, and protects Californians affected by COVID-19 against utility shutoffs;

WHEREAS, the Governor's Executive Order N-28-20, further authorizes local jurisdictions such as the City of Los Angeles, to establish additional measures to promote housing security and stability to protect public health and mitigate the economic impacts of COVID-19;

WHEREAS, on March 16, 17, and 23, 2020, the Mayor issued Public Orders to mitigate the impacts of the COVID-19 pandemic on the residents of the City of Los Angeles;

WHEREAS, the City of Los Angeles deems it necessary to protect public health, life, and property during this declared state of emergency by protecting commercial and residential tenants from certain evictions during the state of emergency; and

WHEREAS, the City of Los Angeles wishes to suspend commercial and residential evictions based on non-payment of rent and no-fault evictions of residential tenants when the tenants have been affected by the COVID-19 pandemic, and to suspend the removal of occupied residential units from the rental market under the Ellis Act.

NOW, THEREFORE,

THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:

Section 1. A new Article 14.6 is added to Chapter IV of the Los Angeles Municipal Code to read as follows:

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ARTICLE 14.6

TEMPORARY PROTECTION OF TENANTS DURING COVID-19 PANDEMIC

SEC. 49.99. FINDINGS.

The City of Los Angeles is experiencing an unprecedented public health crisis brought by the Coronavirus, which causes an acute respiratory illness called COVID-19.

On March 4, 2020, the Governor of the State of California declared a State of Emergency to exist in California as result of the COVID-19 pandemic. That same day, the Mayor also declared a local emergency.

On March 16, 2020, the Governor issued Executive Order N-28-20, which authorizes local jurisdictions to suspend certain evictions of renters and homeowners, among other protections. The Executive Order further authorizes the City of Los Angeles to implement additional measures to promote housing security and stability to protect public health and mitigate the economic impacts of the COVID-19 pandemic.

The economic impacts of COVID-19 have been significant and will have lasting repercussions for the residents of the City of Los Angeles. National, county, and city public health authorities have issued recommendations, including, but not limited to, social distancing, staying home if sick, canceling or postponing large group events, working from home, and other precautions to protect public health and prevent transmission of this communicable virus. Residents most vulnerable to COVID-19, including those 65 years of age or older, and those with underlying health issues, have been ordered to self-quarantine, self-isolate, or otherwise remain in their homes. Non-essential businesses have been ordered to close. More recent orders from the Governor and the Mayor have ordered people to stay at home and only leave their homes to visit or work in essential businesses. As a result, many residents are experiencing unexpected expenditures or substantial loss of income as a result of business closures, reduced work hours, or lay-offs related to these government-ordered interventions. Those already experiencing homelessness are especially vulnerable during this public health crisis.

The COVID-19 pandemic threatens to undermine housing security and generate unnecessary displacement of the City's residents and instability of the City's businesses. Therefore, the City of Los Angeles must take measures to protect public health, life and property.

This ordinance temporarily prohibits evictions of residential and commercial tenants for failure to pay rent due to COVID-19 and prohibits no-fault evictions of residential tenants if the tenant or any member of the household is ill, in isolation, or under quarantine due to COVID-19. This ordinance further suspends withdrawals of occupied residential units from the rental market under the Ellis Act, Government Code Section 7060, *et seq.*

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SEC. 49.99.1. DEFINITIONS.

The following words and phrases, whenever used in this article, shall be construed as defined in this section:

A. **Commercial Real Property**. The term "commercial real property" refers to any parcel of real property that is developed and used either in part or in whole for commercial purposes. This does not include commercial real property leased by a multi-national company, a publicly traded company, or a company that employs more than 500 employees.

B. **No-fault Eviction**. The term "no-fault eviction" means any eviction for which the notice to terminate tenancy is not based on an alleged fault of the tenant, including, without limitation, eviction notices served under California Code of Civil Procedure Sections 1161(1), 1161(5), or 1161c.

C. **Owner**. The term "owner" is any person, acting as principal or through an agent, offering residential or Commercial Real Property for rent, and includes a predecessor in interest to the owner.

D. **Residential Real Property**. The term "residential real property" is any dwelling or unit that is intended or used for human habitation.

E. **Local Emergency Period**. The term "local emergency period" is March 4, 2020 to the end of the local emergency as declared by the Mayor.

SEC. 49.99.2. PROHIBITION ON RESIDENTIAL EVICTIONS.

A. No Owner shall evict a residential tenant for non-payment of rent during the Local Emergency Period if the tenant is unable to pay rent due to circumstances related to the COVID-19 pandemic. These circumstances include loss of income due to a COVID-19 related workplace closure, child care expenditures due to school closures, health-care expenses related to being ill with COVID-19 or caring for a member of the tenant's household or family who is ill with COVID-19, or reasonable expenditures that stem from government-ordered emergency measures. Tenants shall have up to 12 months following the expiration of the Local Emergency Period to repay any past due rent. Tenants may use the protections afforded in this section as an affirmative defense in an unlawful detainer action. Nothing in this article eliminates any obligation to pay lawfully charged rent. However, the tenant and Owner may, prior to the expiration of the Local Emergency Period or within 90 days of the first missed rent payment, whichever comes first, mutually agree to a plan for repayment of unpaid rent selected from options promulgated by the Housing and Community Investment Department for that purpose.

B. No Owner shall exercise a No-fault Eviction during the Local Emergency Period.

C. No Owner shall exercise an eviction during the Local Emergency Period based on the presence of unauthorized occupants, pets or nuisance related to COVID-19.

D. No Owner shall charge interest or a late fee on rent not paid under the provisions of this article.

E. An Owner shall give written notice of the protections afforded by this article with 30 days of its effective date. Failure to provide notice may result in penalties.

SEC. 49.99.3. PROHIBITION ON COMMERICAL EVICTIONS.

No Owner shall evict a tenant of Commercial Real Property during the Local Emergency Period if the tenant is unable to pay rent due to circumstances related to the COVID-19 pandemic. These circumstances include loss of business income due to a COVID-19 related workplace closure, child care expenditures due to school closures, health care expenses related to being ill with COVID-19 or caring for a member of the tenant's household or family who is ill with COVID-19, or reasonable expenditures that stem from government-ordered emergency measures. Tenants shall have up to three months following the expiration of the Local Emergency Period to repay any past due rent. Tenants may use the protections afforded in this section as an affirmative defense in an unlawful detainer action. Nothing in this article eliminates any obligation to pay lawfully charged rent. No Owner shall charge interest or a late fee on rent not paid under the provisions of this article.

SEC. 49.99.4. PROHIBITION ON REMOVAL OF OCCUPIED RESIDENTIAL UNITS.

No Owner may remove occupied Residential Real Property from the rental market under the Ellis Act, Government Code Section 7060, *et seq.*, during the pendency of the Local Emergency Period. Tenancies may not be terminated under the Ellis Act until 60 days after the expiration of the Local Emergency Period.

SEC. 49.99.5. RETROACTIVITY.

This article applies to nonpayment eviction notices, no-fault eviction notices, and unlawful detainer actions based on such notices, served or filed on or after the date on which a local emergency was proclaimed. Nothing in this article eliminates any obligation to pay lawfully charged rent.

SEC. 49.99.6. SEVERABILITY.

If any provision of this article is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, that invalidity shall not affect the remaining provisions of this article which can be implemented without the invalid provisions, and to this end, the provisions of this article are declared to be severable. The City Council hereby declares that it would have adopted this article and each provision thereof

irrespective of whether any one or more provisions are found invalid, unconstitutional or otherwise unenforceable.

Sec. 2. **URGENCY CLAUSE.** The City Council finds and declares that this ordinance is required for the immediate protection of the public peace, health and safety for the following reasons: the City of Los Angeles will suffer irreparable damage, including loss of life and property, should the devastating effects of COVID-19 not be quickly mitigated. The Council, therefore, adopts this ordinance to become effective upon publication pursuant to Los Angeles City Charter Section 253.

G

Sec. 3. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

By _____
DAVID MICHAELSON
Chief Assistant City Attorney

Date 3/27/20

File No. _____

M:\Muni Counsel\COVID-19\Revised Tenant Protections During COVID-19 Pandemic.docx

The Clerk of the City of Los Angeles hereby certifies that the foregoing ordinance was passed by the Council of the City of Los Angeles, **by a vote of not less than three-fourths** of all its members.

CITY CLERK

MAYOR

Ordinance Passed 03/27/2020

Approved 03/31/2020

Published Date: 03/31/2020
Ordinance Effective Date: 03/31/2020
Council File No.: 20-0147-S19

H

EXECUTIVE ORDER N-37-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS in a short period of time, COVID-19 has rapidly spread throughout California, necessitating stringent public health emergency orders as well as guidance from federal, state, and local public health officials; and

WHEREAS on March 16, 2020, I issued Executive Order N-28-20, suspending state law limitations on local jurisdictions that impose restrictions on evictions; and

WHEREAS on March 19, 2020, I issued Executive Order N-33-20, ordering all residents to immediately heed the Order of the State Public Health Officer for all residents, unless exempted, to stay home or at their place of residence; and

WHEREAS many Californians are experiencing or will experience substantial losses of income as a result of business closures, the loss of hours or wages, or layoffs related to COVID-19, hindering their ability to keep up with their rent, and leaving them vulnerable to eviction; and

WHEREAS minimizing evictions during this period is critical to reducing the spread of COVID-19 in vulnerable populations by allowing all residents to stay home or at their place of residence in compliance with Executive Order N-33-20; and

WHEREAS Chief Justice Tani Cantil-Sakauye issued advisory guidance on March 20, 2020 for superior courts to suspend most civil trials and hearings for at least 60 days, and on March 23, 2020, suspended all jury trials for a period of 60 days, and extended by 60 days the time period for the holding of a civil trial; and

WHEREAS on March 25, 2020 the Department of Business Oversight secured support from national banks, state banks and credit unions for temporary delays in mortgage payments and foreclosure sales and evictions for homeowners who have economic impacts from COVID-19 with the objective of maximizing consistency and minimizing hurdles potentially faced by borrowers.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1) The deadline specified in Code of Civil Procedure section 1167 shall be extended for a period of 60 days for any tenant who is served, while

this Order is in effect, with a complaint that seeks to evict the tenant from a residence or dwelling unit for nonpayment of rent and who satisfies all of the following requirements:

a. Prior to the date of this Order, the tenant paid rent due to the landlord pursuant to an agreement.

b. The tenant notifies the landlord in writing before the rent is due, or within a reasonable period of time afterwards not to exceed 7 days, that the tenant needs to delay all or some payment of rent because of an inability to pay the full amount due to reasons related to COVID-19, including but not limited to the following:

(i) The tenant was unavailable to work because the tenant was sick with a suspected or confirmed case of COVID-19 or caring for a household or family member who was sick with a suspected or confirmed case of COVID-19;
(ii) The tenant experienced a lay-off, loss of hours, or other income reduction resulting from COVID-19, the state of emergency, or related government response; or
(iii) The tenant needed to miss work to care for a child whose school was closed in response to COVID-19.

c. The tenant retains verifiable documentation, such as termination notices, payroll checks, pay stubs, bank statements, medical bills, or signed letters or statements from an employer or supervisor explaining the tenant's changed financial circumstances, to support the tenant's assertion of an inability to pay. This documentation may be provided to the landlord no later than the time upon payment of back-due rent.

2) No writ may be enforced while this Order is in effect to evict a tenant from a residence or dwelling unit for nonpayment of rent who satisfies the requirements of subparagraphs (a)-(c) of paragraph 1.

3) The protections in paragraphs 1 and 2 shall be in effect through May 31, 2020.

Nothing in this Order shall prevent a tenant who is able to pay all or some of the rent due from paying that rent in a timely manner or relieve a tenant of liability for unpaid rent.

Nothing in this Order shall in any way restrict state or local governmental authority to order any quarantine, isolation, or other public health measure that may compel an individual to remain physically present in a particular residential property.

IT IS FURTHER ORDERED that this Order supersedes Executive Order N-28-20 to the extent that there is any conflict with that Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 27th day of March 2020.

_____
GAVIN NEWSOM
Governor of California

ATTEST:

_____
ALEX PADILLA
Secretary of State

Sec. 3. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

By _____
DAVID MICHAELSON
Chief Assistant City Attorney

Date 3/27/20

File No. _____

M:\Muni Counsel\COVID-19\Revised Tenant Protections During COVID-19 Pandemic.docx

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CITY CLERK

MAYOR

Ordinance Passed 03/27/2020

Approved 03/31/2020

Published Date: 03/31/2020
Ordinance Effective Date: 03/31/2020
Council File No.: 20-0147-S19

Patrick M. Murray - Scientology Service Completions

Note: Preliminary analysis suggests that about 60% of people who try Scientology do only a single course or service (/stats/ccint/prelimanalysis.html#60pctonesvc), that 80% of new members become inactive within 2 years (/stats/ccint/prelimanalysis.html#80pctdropout), and that 65% of those who reach the level of Clear become inactive within a year after doing so (/stats/ccint/prelimanalysis.html#clearoneyear). The older a list, the more likely that a person listed on it is no longer involved in Scientology.
Please read About These Lists (/stats/aboutthelists.html) for more information.

Patrick M. Murray in Scientology's Published Service Completion Lists

The following 22 individual completions for Patrick M. Murray appear in official Scientology publications:

Patrick Murray	MINISTERS COURSE	Celebrity 16 (/stats/ccint/celebrity016min.html)	1975-05-01
Patrick Murray	HOW TO ACHIEVE YOUR GOALS COURSE	Auditor 211 (/stats/auditor/auditor211.html)	1987-05-01
Patrick Murray	PERCEPTION OF TRUTH COURSE	Freewinds 17 (/stats/fw/freewinds17.html)	1995-09-01
Patrick Murray	SOLO NOTS AUDITOR CERTAINTY COURSE, PART 2	Source 159 (/stats/source/source159.html)	2004-10-01
Patrick Murray	LONDON CONGRESS ON DISSEMINATION AND HELP COURSE	Freewinds 56 (/stats/fw/freewinds56.html)	2005-02-01
Patrick Murray	SCIENTOLOGY: THE FUNDAMENTALS OF THOUGHT COURSE	Freewinds 73 (/stats/fw/freewinds073.html)	2008-10-01
Patrick Murray	SCIENTOLOGY: A HISTORY OF MAN COURSE	Freewinds 73 (/stats/fw/freewinds073.html)	2008-10-01

Patrick Murray	THE CREATION OF HUMAN ABILITY COURSE	Freewinds 73 (/stats/fw/freewinds073.html)	2008-10-01
Patrick Murray	SCIENTOLOGY 8-8008 COURSE	Freewinds 73 (/stats/fw/freewinds073.html)	2008-10-01
Patrick Murray	HANDBOOK FOR PRECLEARS COURSE	Freewinds 73 (/stats/fw/freewinds073.html)	2008-10-01
Patrick Murray	ADVANCED PROCEDURE AND AXIOMS COURSE	Freewinds 73 (/stats/fw/freewinds073.html)	2008-10-01
Patrick Murray	SELF ANALYSIS COURSE	Freewinds 73 (/stats/fw/freewinds073.html)	2008-10-01
Patrick Murray	DIANETICS 55! COURSE	Freewinds 73 (/stats/fw/freewinds073.html)	2008-10-01
Patrick Murray	SCIENTOLOGY 8-80 COURSE	Freewinds 73 (/stats/fw/freewinds073.html)	2008-10-01
Patrick Murray	NEW OT VIII	Freewinds 73 (/stats/fw/freewinds073.html)	2008-10-01
Patrick Murray	NEW OT VII	Source 202 (/stats/source/source202.html)	2008-11-01
Patrick Murray	PURIFICATION RUNDOWN®	Source 238 (/stats/source/source238.html)	2015-09-01
Patrick Murray	OBJECTIVES	Source 240 (/stats/source/source240.html)	2016-03-01
Patrick Murray	SURVIVAL RUNDOWN	Source 240 (/stats/source/source240.html)	2016-03-01
Patrick Murray	SUPERPOWER® RUNDOWN	Source 242 (/stats/source/source242.html)	2016-07-01
Patrick Murray	CAUSE RESURGENCE RUNDOWN®	Source 249 (/stats/source/source249.html)	2017-11-01
Patrick Murray	PURIFICATION RUNDOWN®	Source 256 (/stats/source/source-256.html)	2019-02-01

Note: The dates listed above are the approximate publication dates of the magazines, which may be weeks or months later than the actual date the service was completed.

Patrick M. Murray in Scientology's Publications

No entries were found in my main Scientology Statistics database for this person.

Patrick M. Murray and the Clear List

Entries for Patrick M. Murray in my Scientology Statistics Project Clear List (/stats/clears/index.html) database:

Clear 5924 PATRICK M. MURRAY, Los Angeles	Auditor 135 (/stats/clears/auditor_135.html)

Patrick M. Murray and Scientologist Online Sites

My database does not list a Scientologist Online cookie-cutter web site for this person.

Patrick M. Murray and WISE Directories

WISE, the World Institute of Scientology Enterprises, publishes directories listing their members.

My database does not list this person in the WISE directories (/stats/wise/) in my archives.

The information on this page comes from my Scientology Statistics database. While I attempt to be as accurate as possible, errors or inaccuracies may be introduced by the source material, the transcription process, or database bugs. If you discover an error or problem, please let me know by writing to kristi@truthaboutscientology.com (mailto:kristi@truthaboutscientology.com).

Search the database

Name

Apply

The Truth About Scientology (/welcome)

Scientology's Statistics (/stats/index.html)

Scientology Publications (/publications)

Especially for Scientologists (/alter/index.html)

About This Site (/alter/index.html)

Search the database

Name

Apply

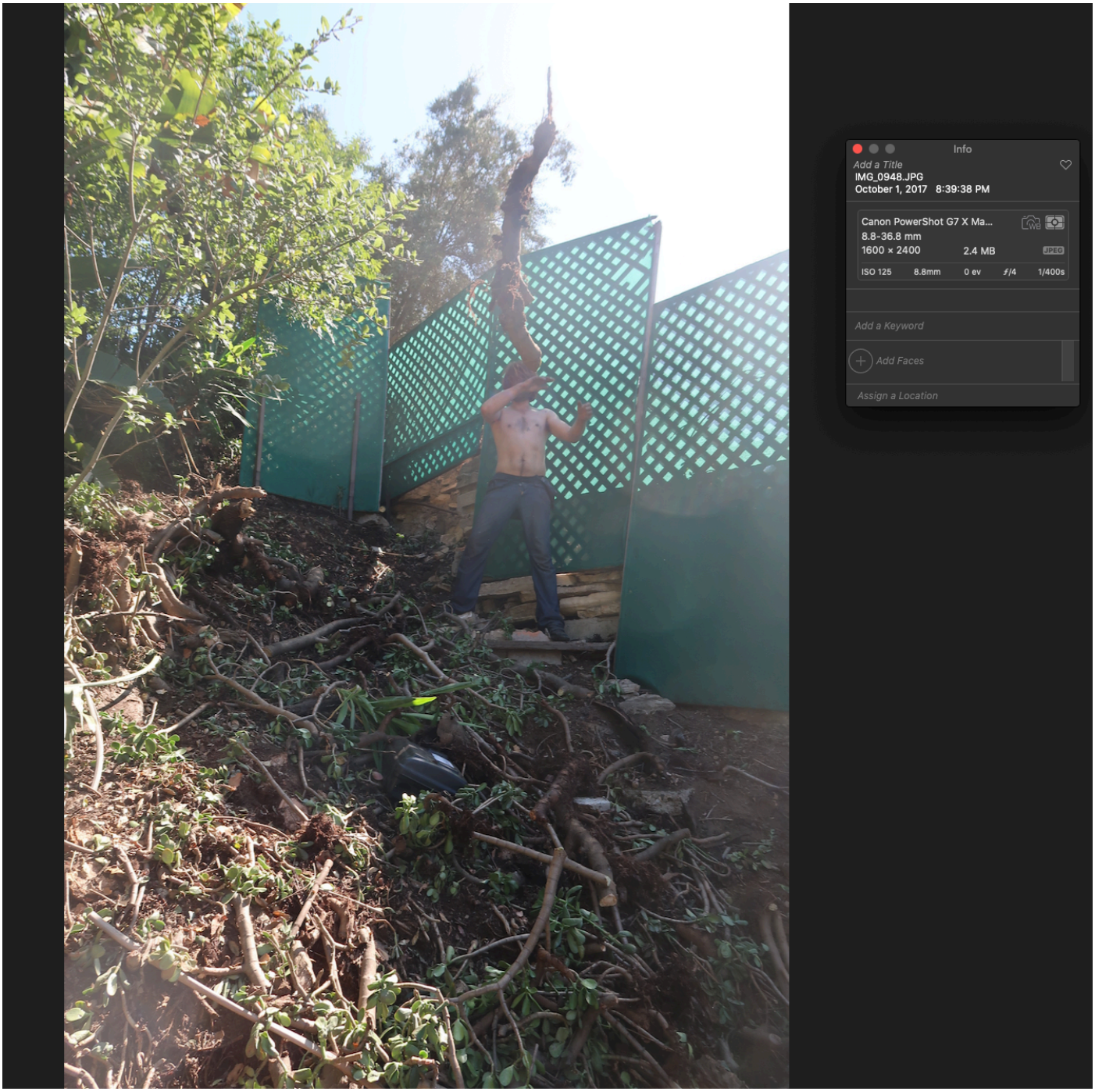
Working on the house and garden in 2017



CCP § 1172
On the trial of any proceeding for any forcible entry or forcible detainer, the plaintiff shall only be required to show, in addition to the forcible entry or forcible detainer complained of, that he was peaceably in the actual possession at the time of the forcible entry, or was entitled to the possession at the time of the forcible detainer. The defendant may show in his defense that he or his ancestors, or those whose interest in such premises he claims, have been in the quiet possession thereof for the space of one whole year together next before the commencement of the proceedings, and that his interest therein is not then ended or determined; and such showing is a bar to the proceedings.



Landscaping the yard in 2017



SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES **Branch Name:** Stanley Mosk Courthouse **Mailing Address:** 111 North Hill Street **City, State and Zip Code:** Los Angeles CA 90012	
SHORT TITLE: CHENEY SHAPIRO vs PATRICK MURRAY, et al. **NOTICE OF CONFIRMATION OF ELECTRONIC FILING**	**CASE NUMBER:** 20STUD02828

The Electronic Filing described by the below summary data was reviewed and accepted by the Superior Court of California, County of LOS ANGELES. In order to process the filing, the fee shown was assessed.

Electronic Filing Summary Data

Electronically Submitted By: Journal Technologies Inc.
Reference Number: EF-171eb74a8997
Submission Number: 20LA02604809
Court Received Date: 09/24/2020
Court Received Time: 11:44 am
Case Number: 20STUD02828
Case Title: CHENEY SHAPIRO vs PATRICK MURRAY, et al.
Location: Stanley Mosk Courthouse
Case Type: Civil Limited
Case Category: Unlawful Detainer/Residential (not drugs or wrongful eviction)
Jurisdictional Amount: Up to $10,000
Notice Generated Date: 10/22/2020
Notice Generated Time: 3:40 pm

Documents Electronically Filed/Received	**Status**
Request for Accommodations by Persons with Disabilities and Response	Accepted

Comments
Submitter's Comments:

Clerk's Comments:

Electronic Filing Service Provider Information
Service Provider: Journal Technologies Inc.
Contact: Journal Technologies Inc.
Phone: (877) 545-1842 Ext. 1

Superior Court of California
County of Los Angeles
,

Receipt No: EFM-2020-2518152.1

Date: 10/22/20 3:41 PM
Time: 10/22/20 3:41 PM

CASE # 20STUD02828
CHENEY SHAPIRO vs PATRICK MURRAY,

Court Transaction Fee	2.25
Case Total:	2.25
Waived Court	2.25
Total Paid:	2.25

20LA02604809

Electronically FILED by Superior Court of California, County of Los Angeles on 11/23/2020 11:11 AM Sherri R. Carter, Executive Officer/Clerk of Court, by D. Diaz,Deputy Clerk

Elishba Iturra, Erik Seidenglanz, in pro per
1410 Ewing St. Los Angeles, CA 90026
415 685 3286

Superior Court of the State of California

For the County of Los Angeles

Longplatt Co. Cheney Shapiro, and DOES 1-500, Plaintiffs, vs. Elishba Iturra, Erik Seidenglanz, Patrick M. Murray, Debbie Murray Defendants.	Case No. 20STUD02828 **Exhibits in support of defendent** **Date: NOV. 23 2020** **Time:** **Dept: 91** **Judge: Upinder S. Kalra**

DECLARATION OF ERIK SEIDENGLANZ

Text

I, Erik Seidenglanz, do hereby declare as follows:

1. I am over the age of 18, and I have personal and first hand knowledge of the following and if sworn as a witness I would and could testify completely thereto.

2. I currently reside at the following address: 1410 Ewing St. Los Angeles, CA 90026-1912.

3. I have at all times and prior to this suit have lived and a resident at this address dating back to November 8, 2016.

4. The earliest photo taken was November 9, 2016. (Exhibit 100)

5. PURSUANT TO CIVIL CODE OF PROCEDURE §1172, I lived in my residence over a year & prior to plaintiff filing this suit, and having shown this is a bar to the proceeding.

6. They are not our landlords. There exists no agreement between both path parties.

7. They have no right. Their title is obtained fraudulently, and so did the title of the prior owner who had gained title. See the multiple Notices of Related Cases filed.

8. Furthermore, the purported causes of action have no merit. There is absolutely "no public health or safety" violations on our property as addressed by the Declaration of Martin Roy Marvel AIA, a licensed architect who runs Slab Studio, Inc architecture firm whom we hold under contract for the remodel of our house, stewardship dwelling, and non-profit headquarters (Exhibit 102), filed in support of Defendent's Opposition of Ex Parte to Enter Default dated August 26, 2020. Emergency Rule 1 by the Judicial Council states "A court may not enter a default or a default judgment for restitution in an unlawful detainer action for failure of defendant to appear unless the court finds both of the following: (1) The action is necessary to protect public health and safety; and (2) The defendant has not appeared in the action within the time provided by law, including by any applicable executive order." There is no public health or safety issue, and we have appeared in the action within the time provided by law. Also by the 3 entrance/exits that exist into our property at all times, as well as the lack of violations by LABDS and HCIDLA. There are zero violations.

9. We have included the Real Property Report issued by the Los Angeles Angeles Department of Building and Safety (Exhibit 103), as well as the Preliminary Change of Ownership Property Report submitted to the Assessor of Los Angeles County (Exhibit 104). We have included a Homeowner's Exemption Receipt for the year 2019 (Exhibit 105).

9. Nevertheless, the nationwide moratorium is still in effect and plaintiffs have failed to establish just cause for eviction. This case should be dismissed on those grounds.

Exhibit 100. Photo dated November 9, 2016

Exhibit 101. California id

Exhibit 102. Contract with licensed architect, Martin Roy Mervel, AIA

Exhibit 103. Real Property Report LADBS

Exhibit 104. Preliminary Property Change of Ownership Report

Exhibit 105. Homeowner's Exemption Receipt Office fo the Assessor of Los Angeles County

I declare under penalty of perjury that the foregoing is true and correct.

Executed on Nov 20, 2020.



Erik Seidenglanz

EXHIBIT 100

ISSUE DATE 12/27/2019 is PRIOR TO SUIT
HEIGHT 5'7"
WGT 129LBS
SEX X
EYES HAZEL
HAIR OTH (STRAWBERRY BLONDE)

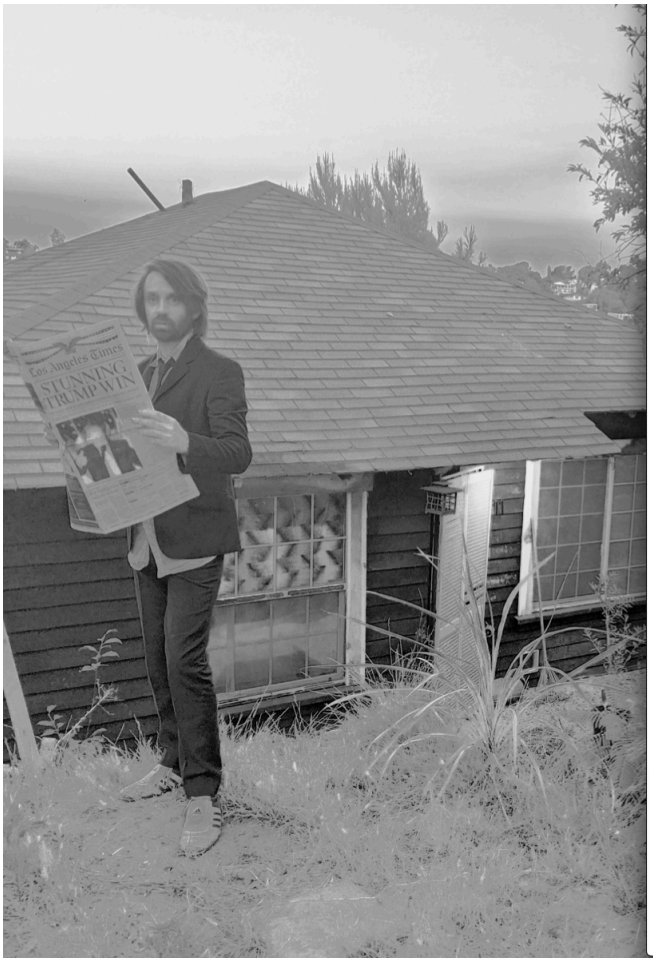
Declaration of Due Diligence by Panos Panoyan

Under penalty of perjury, Panos Panoyan, the process server declares the following false claims:

" 4/08/2020 at 9:53AM – Reason: On 8 April 2020, approximately at 9:53am, I personally sub-served a co-occupant by the name of PATRICK MURRAY, with the description of a white, male, 30s, skinny, 5'11". I saw him on the property, called out to him, he ignored me. I knew his description from the owner, and therefore served him on behalf of Defendant Debbie Murray at herein premises"
I do not fit this description.



EXHIBIT 101



Los Angeles Times

$2.00 DESIGNATED AREAS HIGHER © 2016 WEDNESDAY, NOVEMBER 9, 2016 latimes.com

STUNNING TRUMP WIN

HE TAKES KEY STATES FROM CLINTON, DEFYING POLLS

California elects its first black senator in Harris, legalizes pot



BY DAVID LAUTER AND CATHLEEN DECKER

WASHINGTON — Donald Trump shocked the political establishment Tuesday, triumphing over not just Hillary Clinton but large parts of his own party's hierarchy to become the 45th president of the United States in one of the biggest upsets in American political history.

Speaking to cheering supporters at a midtown Manhattan hotel flanked by members of his family, Trump, who had repeatedly denounced his rival as "corrupt" and "crooked," struck a conciliatory note, saying that Clinton had called to congratulate him, and that he had congratulated her for the campaign she waged.

"Hillary has worked very long and very hard for a long period of time," he said. "We owe her a major debt of gratitude for her service.

"Now it's time for America to bind the wounds of division," he added. "I say it is time for us to come together as one united people.

"No dream is too big, no challenge is too great," he declared. "America will no longer settle for anything less than the best. We must reclaim our country's best and dream big and bold and daring."

Less than an hour earlier, and a few blocks away, Clinton's campaign manager, John Podesta had told a dispirited crowd at the Javits Center that the former secretary of State would wait until at least the morning

SIGNS WERE ALWAYS THERE

BY NOAH BIERMAN

MIAMI — The polls, prediction markets and political experts all counted on a win for Hillary Clinton, whether they simply acknowledged Democrats' many paths to the White House or predicted a sweep-

Studio D+R.

Proposal / Agreement

1431 Ewing Street
Los Angeles, CA 90026

Direct 310 279 3393
Fax 323 663 8832
mervel@studioslab.com
www.studioslab.com

August 27th, 2020

To: **Erik Seidenglanz & Elish Seidenglanz**
1410 W Ewing Street
Los Angeles, CA 90026

Erik Mobile: 213 285 7851
Elish Mobile: 213 285 7851

Erik Email: studio@playplayplay.org

Re: **Design and construction document package including floor plans, exterior elevations, building sections and Details.**

Project Address: 1410 W Ewing Street
Los Angeles, CA 90026

INTENT AND SCOPE OF WORK

Martin Roy Mervel AIA, for and on behalf of Studio D+R. (collectively, "**Architect**"), is pleased to present you, henceforth referred to as the "**Owner**," with this proposal and agreement to provide architectural services to conduct a site visit and prepare a report to assist a legal documentation for the owner's attorney Peter Gordon. Design services will be assessed on a comprehensive as needed basis with addendums to this agreement.

As part of the services rendered, the Architect shall design and develop drawings necessary or desirable for the completion of the required work set forth above. Architect's services will include planning and zoning code research and measuring up and preparing a complete set of coordinated as built and design drawings as well as complete construction documents sufficient to file and obtain your general building permit.

The Architect represents and warrants that the services will be provided in a timely and workmanlike manner, consistent with the highest standards of the architectural profession. Architect will work with you to maximize the efficiency of your budget and time schedule.

PAID 20.00 CASH 8/27/2020

I FEE

1. The Design Fee for the above services shall not exceed an estimated maximum of **$ 1,500.00.**

Architect requires a nonrefundable initial deposit of.....$ 1,500.00 to begin work.

The remainder of the Design Fee will be billed monthly to the owner as the Architect makes progress through each phase. Fee for each phase is estimated on a maximum number of drafting hours and Principal Architect's hours based on Schedule 2, page 2. If the anticipated completion time for each phase exceeds the estimated maximum number of hours, due to circumstances beyond the control of each party, the Architect will notify the Owner and bill additional on an hourly basis per Fee Schedule 2.

AMERICAN LAND TITLE ASSOCIATION
ey order

	~~Consultation~~	~~$~~	~~350.00~~(Courtesy)	
	Initial Deposit	$	1,500.00	
Phase 1:	Program and As-Builts	$		
Phase 2:	Final Schematic Design	$		
Phase 3:	Design Development	$		per future addendum
Phase 4:	Construction Documents	$		
Phase 5:	Plan Check Submission	$		
		100%	**$**	**1,500.00**

A. Reimbursable Expenses shall include: Bond prints, Photo documentation, CAD Plots, freight, Fedex, and messenger services, parking and transportation @ $.50 for each job travel mile, renderings and models, all legal fees and permits, long distance telephone calls and faxes, professional liability insurance dedicated exclusively to this project and are billed at cost plus a 15% add-on.

B. Changes made by the Owner after Final Schematic Design Phase are billed hourly separate and apart from the contract sum per below fee schedule 2.

C. The design fees do not include time spent for Planning Department issues, Plan check corrections and any City related paperwork which shall be billed hourly per below fee schedule 2.

D. This design fee does not include outside required consultant work such as Structural, Mechanical, Electrical, Plumbing, Landscape, Civil, Surveying or Soil Engineers. If required, consultants will contract and bill the client directly. Studio D+R will coordinate the work and bill the owner separate and apart from the contract sum on an hourly basis per below fee schedule.

E. In the event that the project schedule is expanded more than 120 days due to circumstances beyond the control of either party, the Architect reserves the right to renegotiate the professional fees with an addendum to this agreement.

F. The Architect holds the copyright for the drawings. The Owner acknowledges that, and agrees not to submit any drawings to the City without the permission of the Architect.

G. The Owner agrees not to write any checks payable to the Architect from fraudulent or closed bank accounts.

2. Hourly fee schedule for design changes after Owner approval of Final Schematic Design (Phase 2), additional unforeseen design time and/or requirements made by the City:

Principal Design Time	$ 300.00 an hour
Project Architect / Job Captain	$ 150.00 an hour
Drafting	$ 75.00 an hour
Supervision	$ 85.00 an hour
Meeting with City Officials	$ 85.00 an hour
Travel Time	$ 60.00 an hour
Building Department Visit	$ 500.00 per visit

II SCHEDULE

1. It is understood by all parties that time is a critical component of this Agreement.

2. The Owner and the Architect agree that the Architect's work through the Schematic Design should be completed within a 120 calendar day period from the commencement date of the work excluding Planning meeting review presentations.

3. The Architect agrees to make every reasonable effort to meet this schedule.

4. It is understood by all parties that the work of others is beyond the immediate control of the Architect and may affect the timely completion of documents. The Architect cannot be held responsible for the timely completion of work by other consultants to the Owner nor for Planning and Zoning regulations and

1348300000000000535348

procedures within the City of governing agencies. The Architect will aid the Owner in submitting and acquiring the necessary agency approvals for the construction of the proposed building. It is understood that the Owner may engage an external expediter for processing of documents with the required agencies. The Architect will provide support for this processing as needed but is not responsible for permit processing.

5. The Architect reserves the right to photograph and publish the work in process and upon completion for professional purposes. Architect reserves the right to advertise on the construction site with a sign as the local jurisdiction permits.

III CONDITIONS

Limitation of Liability (LOL)
Client agrees to limit the liability of Studio D+R, its principals and employees to client and to all contractors and subcontractors on the project, for any claim or action arising in tort or contract, to the sum of $25,000 or consultant's fee, whichever is greater. However, if consultant's fee exceeds $250,000, liability to client and to all contractors and subcontractors shall not exceed $250,000.

INDEMNIFICATION
Studio D+R shall indemnify, defend and hold Client harmless from any and all claims, liabilities, and causes of action to or death of any person or for damage to or destruction of tangible property, to the extent resulting from the negligent acts of Studio D+R its employees, subcontractors, agents or representatives.

Client shall indemnify, defend and hold Studio D+R harmless from any and all claims liabilities, and cause of action for injury to or for any damage to or destruction tangible property to the extent resulting from the negligent acts or omissions of any contractors, subcontractors, or consultants retained by or under the direction and control of the client.

INVOICES
Studio D+R will submit invoices as stated in the proposal, or twice a month. Fees are due upon presentation of invoice. A final invoice will be submitted prior to the submittal of the final plans. A service charge of 1.5% per month will be added to all accounts after 30 days.

INSURANCE
Studio D+R carries Hiscox Architects/Engineers Professional Liability Insurance in an amount not less than $1,000,000. Evidence of the existence of the above-named insurance, on forms acceptable to the insurer, will be provided to the Owner upon request in writing.

DISPUTES
In the event of a dispute arises relating to the performance of the services provided under this Agreement, and should that dispute result in arbitration, it is agreed the prevailing party will be entitled to recover all costs incurred in connection with such dispute.

• Arbitration: Any controversy or claim arising out of or related to this Agreement, or the breach thereof, shall be decided by final, binding and confidential arbitration, in Los Angeles, California, in accordance with the construction industry rules of Judicial Arbitration and Mediation Services, Inc. (JAMS) then in effect. Demand for arbitration shall be made within a reasonable time after the dispute has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

• Arbitration Procedure: Disputes arising from this Agreement that are submitted to arbitration shall be heard by a single arbitrator who shall be an experienced construction attorney. Civil discovery, including the production of documents and depositions shall be permitted by either party. Other discovery may be permitted at the discretion of the arbitrator. Arbitration shall commence no later than thirty (30) days after the selection of the arbitrator, and shall continue on each consecutive business day, until conclusion. In rendering the award, the arbitrator shall follow the substantive and procedural laws of the state of California, without regard to the conflict of law rules. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

Notwithstanding anything to the contrary contained herein, either party shall have the right to bring an action in any court of competent jurisdiction to compel arbitration hereunder or to enforce an arbitration award.

SUBSTITUTIONS

Studio D+R shall have the authority to reject any substitution proposed by the Contractor, which is inconsistent with the design intent of the Construction Documents.

ORAL CONTRACTS

All contracts or agreements shall be in writing. There shall be no oral agreement or contracts. In the event any agreement or contract is in dispute, this contract shall supersede any other oral contract or agreement.

IV. TERMINATION CLAUSE

If this project is terminated prior to completion, the Architect will be paid all reimbursable expenses and accrued design fees for authorized work performed, which accrued design fees will be proportional to work completed up to the agreed date of termination. Either party may initiate termination upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination.

This offer is good for only 30 days. Please countersign this proposal and agreement where indicated below and return to Architect within 30 days. I appreciate and look forward to the opportunity of working together on this project with you.

Sincerely,
STUDIO D+R.

Martin Roy Mervel AIA License 19398

Accepted_____ Date 8/27/2020
Client: Erik Seidenglanz & Elish Seidenglanz

Please make checks out to 'Studio D plus R'

LAND TITLE

LA DBS DEPARTMENT OF BUILDING AND SAFETY RPR: I00196702 Receipt: 838733 Status: Completed Group ID: 838733 Date Issued: 10/05/2020

City of Los Angeles
REPORT OF RESIDENTIAL PROPERTY RECORDS

I. MAIL-TO AND CONTACT INFORMATION

Company	Harwell Hamilton Harris Fellowship Parkway, Inc.	Phone	
Contact-Title	ERIK SEIDENGLANZ	E-mail	eseidenglanz@alumni.sfai.edu
Address	1410 EWING	Escrow No.	
City, State, Zip	LOS ANGELES, CA 90026	Return Method	EMAIL
Country	US		

II. ASSESSOR, ADDRESS, AND LEGAL DESCRIPTION OF PROPERTY TO BE SOLD

A. INFORMATION PROVIDED BY APPLICANT

ASSESSOR NUMBER	Book No.		Page No.	Parcel No.
	5415		009	041
	~~5415~~		~~009~~	~~017~~
	~~5415~~		~~009~~	~~039~~
ADDRESS(ES)	**Building No.**	**Unit No.**	**Property Description**	**No. of Units**
1968 N AVON ST			ARTIST-IN-RESIDENCE	
1411 W HUSTED ST			ARTIST-IN-RESIDENCE	
1410 W EWING ST ST			ARTIST-IN-RESIDENCE	
1410 1/2 W EWING ST ST			ARTIST-IN-RESIDENCE	
COMMUNITY NAME	ELYSIAN HEIGHTS			

LEGAL DESCRIPTION OF PROPERTY TO BE SOLD

Tract	Block	Lot	Arb
ELYSIAN VIEW TRACT 2370		18	

B. INFORMATION OBTAINED THROUGH RESEARCH CONDUCTED BY CITY STAFF

ASSESSOR NUMBER	Book No.		Page No.	Parcel No.
	5415		009	041
ADDRESS(ES)	**Building No.**	**Unit No.**	**Property Description**	**No. of Units**
1968 N AVON ST			SINGLE FAMILY DWELLING	1
1411 HUSTED ST			SINGLE FAMILY DWELLING	1
COMMUNITY NAME				

LEGAL DESCRIPTION OF PROPERTY TO BE SOLD

Tract	Block	Lot	Arb
ELYSIAN VIEW TRACT		18	
Year(s) Built	1910-1 1911-1		

LA DBS DEPARTMENT OF BUILDING AND SAFETY RPR: I00196702 Receipt: 838733 Status: Completed Group ID: 838733 Date Issued: 10/05/2020

III. IMPORTANT NOTES

A. L.A.M.C Section 151.00 requires all owners whose rental units are subject to the Rent Stabilization Ordinance to register their rental units with the Rent Stabilization Division. No landlord shall demand or accept rent until such registration has been obtained. Contact the division at (866) 552-7368.

B. L.A.M.C Section 96.300 requires owner or owner's agent to deliver this report to the buyer prior to the close of escrow or prior to sale or exchange of property.

C. The information provided in this report relates only to the specific items listed. It is only a search of those official records. No field inspection was performed.

D. This report does not cover any other items regarding the property such as illegal additions, improper construction, illegal uses, other liens, or existing corrective orders against the property. A complete inspection and report by the Los Angeles Department of Building and Safety (LADBS) on the property can be obtained through LADBS' "Building Inspection Service" which is available for a fee. For information call (213) 473-3231.

E. Report is valid for six months from the date of issuance. However, the items reported on may change any time after the research or report search date.

F. The City does not certify, guarantee, or warrant that the property in question necessarily satisfies all present or future requirements of the L.A.M.C. nor does the City assume any liability for errors or omissions in the furnishing of any information required to be provided in this report.

*******PART 1 OF 2 PARTS - REPORT OF SUPERINTENDENT OF BUILDING*******

IV. ZONING CLASSIFICATION AND AUTHORIZED OCCUPANCY AND USE

A. ZONING CLASSIFICATION AND PARCEL INFORMATION

For zoning information, call 213-482-6881

1. Classification for Parcel:	RD3-1VL
2. Parcel Information:	
INFORMATION GROUPS	**GEOGRAPHICAL INDICATOR OF DOCUMENT NUMBER**
Geographical Indicators	VHFHSZ (FD);YES (HG);YES (HL);YES (LAN)
Building & Safety	ORD-165167-SA3585 (ORD);ORD-129279 (ORD)
City Planning	CPC-1986-255 (CPC)
Redevelopment/Historical	
Miscellaneous	

B. AUTHORIZED OCCUPANCY AND USE

For occupancy and use information, call 213-482-6777

Authorized Occupancy and Use are based on the Building Permits and Certificates of Occupancy (C/O) of Records in LADBS. Any difference between this authorized use and the current use may indicate illegal use or conversion. A zero in the "No. of Records Found" box indicates that search of Department files has failed to reveal building permits or Certificates of Occupancy pertaining to the authorized occupancy and use for the requested property being sold. Please contact the Department of Building and Safety if additional information is required.

Struct. No.	Address	Building Description	Parking Structure	No. of Units	Records Found	C/O Attached
1	1968 N AVON ST	SINGLE FAMILY DWELLING		1	1	0
2	1411 HUSTED ST	SINGLE FAMILY DWELLING		1	1	0

Additional Occupancy & Use Information: RESIDENTIAL PROPERTY REPORT WAS COMPLETED BASED ON THE LEGAL DESCRIPTION OF THE ENCLOSED PERMIT.

☑ Additional Information ☐ No Additional Units Found ☑ Former Street Name/Number Documents Attached

Note **If applicable, the estimated amount of Pending Assessments shown on LADBS records, resulting from the Superintendent of Building awarding a contract to repair, demolish, or secure buildings or structures or to clean premises, is listed under Part2, V. "Liens and Assessment".**

Superintendent of Building's Report Authorized for Release By Suneeta Atyam **Date Completed** 10/05/2020

RPR No. I00196702

CITY LA DBS DEPARTMENT OF BUILDING AND SAFETY

City of Los Angeles - Department of Building and Safety
REPORT OF RESIDENTIAL PROPERTY RECORDS DECLARATIONS ATTACHMENT
(Per Sec. 22.12, 22.13 L.A.M.C., refunds are not granted for a report where ANY work has been done on the report.)

PROJECT ADDRESS	ASSESSOR'S ID
1968 N AVON ST,1411 HUSTED ST	5415-009-041

II. BUYER'S DECLARATION:
I, as buyer, declare under penalty of perjury that the following statements are true and correct for the residential building for which this report is sought.

A. The following device(s) and/or material have been or will be installed as indicated below.

1) **Water conservation devices**
   a) ☑ Have been installed in compliance with Section 122.03 Los Angeles Municipal Code (L.A.M.C.).

2) **Security Lighting and Locks**
   a) ☑ Have been installed in compliance with Section 91.8607 L.A.M.C.
   b) ☐ The Security Lights and Locks Ordinance does not apply since no apartment building (3 or more units) is currently present on the property for which this report is being sought.

3) **Seismic Gas Shut-Off Valves (SGSOV) or Excess Flow Shut-Off Valve (EFSOV)**
   a) ☑ Have been installed in compliance with Section 94.1217 L.A.M.C.
   b) ☐ Will be installed in compliance with Section 94.1217 L.A.M.C., prior to entering into an agreement of sale or prior to the close of escrow when an escrow agreement has been executed in connection with the sale; and that within 10 days after installation, Buyer will so advise the Department of Building and Safety in writing to Residential Property Records, c/o Cashier, 201 N. Figueroa St., 4th Floor, Los Angeles, CA 90012-4869. Failure to comply with this requirement shall subject the buyer to the payment of a noncompliance fee in addition to the other penalties provided by law.
   c) ☐ The Gas Shut-off Valves Ordinance does not apply since no gas fuel line is provided for any building on the property for which this report is being sought.

4) **Metal bars, grills, grates, security roll-down shutters, and similar devices installed over emergency escape windows in sleeping rooms**
   a) ☐ Have been installed in accordance with Section 91.1029 L.A.M.C. for the property for which this report is being sought.
   b) ☑ Are not installed.

5) **Smoke and Carbon Monoxide Detectors**
   a) ☑ Will be installed in compliance with Section 91.8603 L.A.M.C.; Section 91.420.6.2.3 L.A.M.C.

6) **Impact Glazing/Approved Film for sliding glass panels of sliding-type doors**
   a) ☐ Will be installed in compliance with Section 91.6101; Section 96.302 L.A.M.C.
   b) ☐ Impact Hazard Glazing Ordinance does not apply.

Further, smoke detectors in compliance with Section 91.8603 L.A.M.C. and carbon monoxide detectors in compliance with Section 91.420.6.2.3 L.A.M.C. and impact glazing/approved film for sliding glass panels of sliding-type doors in compliance with Section 91.6101; Section 96.302 L.A.M.C. will be installed by Buyer within 30 days after entering into an agreement of sale or contracting for an exchange of said residential property, or, where an escrow agreement has been executed in connection therewith, within 30 days after the close of escrow, and that within 10 days after installation, will so advise the Department of Building and Safety in writing to Residential Property Records, c/o Cashier, 201 N. Figueroa St., 4th Floor, Los Angeles, CA 90012-4869.

Signature of Buyer [signature] Print Name HARWELL HAMILTON HARRIS FELLOWSHIP PARKWAY CONSERVANCY INC Date 10-05-2020

Section 96.300 L.A.M.C. requires that the seller of Residential Property within the City of Los Angeles shall apply to the City for a report of Residential Property Records and Pending Special Assessment Liens (aka Form 9) and deliver such report to the buyer prior to entering into an agreement of sale or exchange of the Residential Property or prior to close of escrow in connection therewith. Refer to the Forms section at this website for submitting a paper application or our Online service Residential Property Report System for submitting a request for RPR using the internet.

For more information regarding the Los Angeles Municipal Code and Ordinance requirements when selling residential and commercial property for existing single or two family dwellings, condominiums and apartments, please refer to the Los Angeles Department of Building and Safety website at: http://ladbs.org/LADBSWeb/requirements-selling-property.jsf

RPR No. I00196702

LADBS DEPARTMENT OF BUILDING AND SAFETY

City of Los Angeles - Department of Building and Safety
REPORT OF RESIDENTIAL PROPERTY RECORDS DECLARATIONS ATTACHMENT
(Per Sec. 22.12, 22.13 L.A.M.C., refunds are not granted for a report where ANY work has been done on the report.)

PROJECT ADDRESS	ASSESSOR'S ID
1968 N AVON ST,1411 HUSTED ST	5415-009-041

Description of property being sold: ☐ 1-Family Dwelling ☐ 2-Family Dwelling ☐ Apartment ☐ Condo ☐ Vacant Lot ☐ Other

The Owner must complete item B in Section I for all reports. If the owner cannot complete all declarations under item A of Section I, the Buyer must complete Section "II. Buyer's Declaration". Check only one box under each number.

I. OWNER'S DECLARATION:
I, as owner, declare under penalty of perjury that the following statements are true and correct for the residential building for which this report is sought.

A. The following device(s) and/or material have been or will be installed as indicated below.

1) **Water conservation devices**
   a) ☐ Have been installed.
   b) ☑ Will be installed in compliance with Section 122.03 Los Angeles Municipal Code (L.A.M.C.).
   c) ☐ DWP Waiver.

   ******Water Conservation Certificate of Compliance, as specified in L.A.M.C. Section 122.03, must be filed prior to the close of escrow with the Department of Water and Power (LADWP). A Certificate of Compliance form may be obtained by calling LADWP at (800) 544-4498.******

2) **Security Lighting and Locks**
   a) ☐ Have been installed.
   b) ☐ Will be installed in compliance with Section 91.8607 L.A.M.C.
   c) ☑ The Security Lights and Locks Ordinance does not apply since no apartment building (3 or more units) is currently present on the property for which this report is being sought.

3) **Seismic Gas Shut-Off Valves (SGSOV) or Excess Flow Shut-Off Valve (EFSOV)**
   a) ☐ Have been installed.
   b) ☑ Will be installed in compliance with Section 94.1217 L.A.M.C.
   c) ☐ The Gas Shut-off Valves Ordinance does not apply since no gas fuel lines are provided for any building on the property for which this report is being sought.

4) **Metal bars, grills, grates, security roll-down shutters, and similar devices installed over emergency escape windows in sleeping rooms.**
   a) ☐ Have been installed.
   b) ☐ Will be installed in accordance with Section 91.1029 L.A.M.C.
   c) ☑ Are not installed.

5) **Smoke and Carbon Monoxide Detectors**
   a) ☑ Have been installed.
   b) ☐ Will be installed in compliance with Section 91.8603 L.A.M.C.; Section 91.420.6.2.3 L.A.M.C.

6) **Impact Glazing/Approved Film for sliding glass panels of sliding-type doors**
   a) ☑ Have been installed.
   b) ☐ Will be installed in compliance with Section 91.6101; Section 96.302 L.A.M.C.
   c) ☐ The Impact Hazard Glazing Ordinance does not apply.

Further, I (owner) certify that smoke detectors in compliance with Section 91.8603 L.A.M.C. and carbon monoxide detectors in compliance with Section 91.420.6.2.3 L.A.M.C. and impact glazing/approved film for sliding glass panels of sliding-type doors in compliance with Section 91.6101; Section 96.302 L.A.M.C. will be installed prior to entering into an agreement of sale or contracting for an exchange of said residential property, or, where an escrow agreement has been executed in connection therewith, prior to close of escrow, and that within 10 days after installation, I will so advise the Department of Building and Safety in writing to Residential Property Records, c/o Cashier, 201 N. Figueroa St., 4th Floor, Los Angeles, CA 90012-4869.

B. 1) ☐ The property for which this report is being sought is one acre or less in size.
2) ☑ The property for which this report is being sought exceeds one acre in size and I have inspected the property for the existence of protected trees. (For the purpose of this declaration the definition of "protected trees" set forth in L.A.M.C. Section 46.01shall apply.) The number of protected trees identified as located on this property is 7 (If none, write "0").

I authorize the Department of Building and Safety to verify this information,by entry upon the subject property. I understand that a fee, as specified in L.A.M.C Section 98.0412(a), shall be collected by the Department of Building and Safety for any inspection required to verify this declaration.

Signature of Owner Erik Seidenglanz Print Name ERIK CHRISTOPHER SEIDENGLANZ Date 10-05-2020

LA DBS DEPARTMENT OF BUILDING AND SAFETY

RPR: I00196702
Receipt: 838733

Status: Completed
Group ID: 838733

Date Issued: 10/05/2020

*****PART 2 OF 2 PARTS - REPORTS OF CITY ENGINEER*****
[This report does not include items collected on County Property Tax Bills]

V. SEWER AND LIEN AND ASSESSMENT INFORMATION

A. SEWER INFORMATION

For sewer information, call **(213) 482-7483 or (213) 482-7479.**

Vacant Lot	NO	**Sewer Permit**	NO PERMIT ISSUED
Comments	NO RECORD OF INSPECTION		

"The property indicated on form 9A is not served by a sewer system and may be served by a septic or private sewage disposal system. For more information, please email septic.system@lacity.org, or for immediate response please call the appropriate Bureau of Engineering (BOE) District Office: Valley District (818) 374-5090, Central District (213) 482-7030, West LA District (310) 575-8384, or Harbor District (310) 732-4677. For BOE District Office locations, hours of operation, and contact information, please visit http://eng.lacity.org/office-locations or dial 311."

B. LIENS AND ASSESSMENT

For liens and assessment information, call **(213) 482-7483 or (213) 482-7479.**

DESCRIPTION OF CITY ENGINEER'S SPECIAL ASSESSMENT RECORDS REPORT

In accordance with Sec. 96.304(b) of the Los Angeles Municipal Code, being Ordinance No 144942, the report of the City Engineer includes a search of the following

1. Pending Special Assessment Liens for Public Improvements under State Law or City Ordinances for which an Ordinance of Intention has been adopted.
2. Existing liens of Record or Special Assessment Liens for Public Improvements under State Law or City Ordinance as shoon City Engineer Records.
3. Notices of Record issued by the Department of Public Works under Chapter 22, Part 3, Division 7, of the Streets and Highways Code.
4. Notices to complete adjacent public improvements issued by the Department of Public Works under Chapter 27, Part 3, Division 7, of the Streets and Highways Code.
5. Notices of Record received by the Department of Public Works from the Fire Department requesting Brush or Weed Abatement.
6. Pending assessments for Weed Abatement performed or proposed to be performed under City Ordinance.
7. Referrals received from Los Angeles County Health Department requesting weed or debris abatement.
8. Applications for Essential Public Utilities assessment pursuant to Chapter 8, Division 6, Los Angeles Administrative Code.
9. Contracts awarded by Department of Building and Safety, to repair, demolish, or secure buildings or structures or to clean premises.

THE PROPERTY IS NOT CLEAR THE FOLLOWING ITEMS:

1. WARNING - THIS PARCEL HAS BEEN SERVED WITH A NOTICE TO REMOVE BRUSH, WEEDS OR DEBRIS. THE WORK MAY HAVE BEEN OR MAY BE PERFORMED BY CITY FORCES (OR BY CONTRACT WITH THE CITY). IF SO, THE COST WILL BE A LIEN ON THIS PROPERTY AND WILL APPEAR ON YOUR FUTURE TAX BILL. For further information contact the Fire Department at 1800-994-4444.

RESIDENTIAL PROPERTY REPORT VIA THE INTERNET!

Please visit our website at
https://www.ladbsservices2.lacity.org/OnlineServices/ to:

>Submit applications for Residential Property Reports
>Check the status of a Report in progress
>Obtain a copy of a completed Report
>Research parcel information
>Obtain refund information ar d forms

All applications must be filled out by applicant.

WARD 12

Applicant must indicate the Building Line or Lines clearly and distinctly on the drawings.

BOARD OF PUBLIC WORKS

DEPARTMENT OF BUILDINGS

Application for Erection of Frame Buildings

CLASS "D"

Application is hereby made to the Chief Inspector of Buildings of the City of Los Angeles, for the approval of the detailed statement of the specifications and plans herewith submitted for the erection of the building herein described. All provisions of the Building Ordinances shall be complied with in the erection of said building, whether specified herein or not.

(SIGN HERE) Annie Rigatty

Los Angeles, Cal., AUG 7 1909, 190

TAKE TO ROOM NO 6 FIRST FLOOR

ASSESSOR PLEASE VERIFY

Lot No. 18 Block — Ely Rear View Tr Ormsbee Ave 7

District No. 7 M. B. page 89 F. B. page 75

TAKE TO ROOM NO. 34 THIRD FLOOR

ENGINEER PLEASE VERIFY

No. 1968 Arrow Rte St Street

Hollow Concrete Blocks

1. PURPOSE OF BUILDING Res. Number of rooms 5
2. OWNER'S NAME Antonio Rigatty
3. Owner's address 1515 Hunsted St.
4. Architect's name —
5. CONTRACTOR'S NAME Owner
6. Contractor's address —
7. ENTIRE COST OF PROPOSED BUILDING, $ 700.00
8. Size of lot 50 x 154 Size of building 30 x 30
9. Will building be erected on front or rear of lot? —
10. NUMBER OF STORIES IN HEIGHT one Height to highest point of roof —
11. Height of first floor joist above curb level? —
12. Character of ground: rock, clay, sand, filled, etc. —
13. Of what material will FOUNDATION and cellar walls be built? Brick
14. GIVE depth of FOUNDATION below the surface of ground 12"
15. GIVE dimensions of FOUNDATION and cellar wall footings 18" 12"
16. GIVE dimensions of FOUNDATION and cellar walls at top —
17. NUMBER and KIND of chimneys 1 Brick Number of flues 1
18. Number of inlets to each flue 1 Interior size of flues 8" x 8"
19. Give sizes of following materials: MUDSILLS — x — Girders and stringers — x —
EXTERIOR STUDS Hollow Concrete Blocks BEARING STUDS — x — Interior studs — x —
Ceiling joist 2 x 4 Roof rafters 2 x 4 FIRST FLOOR JOISTS — x — Cement
SECOND FLOOR JOIST — x — Third floor joist — x — Fourth floor joist — x —
20. Will the roof be peak, flat or mansard? Peak Material of roofing Shingles

Hollow Concrete

Permit No. 1629 2

OVER

21. Will cellar or basement ceiling be plastered? Metal or wood lath
22. Of what material will floors be constructed?
23. How many thicknesses?
24. What kind of fireproofing?
25. How will hall and soffits of stairs be plastered?
26. How many fire escapes will be provided? Where placed?
27. Are any buildings to be demolished? How many?

REMARKS

All applications must be filled out by applicant.
USE INK OR INDELIBLE PENCIL

Ward 2

PLANS AND SPECIFICATIONS and other data must also be filed

BOARD OF PUBLIC WORKS

2 DEPARTMENT OF BUILDINGS

2 Application for the Erection of Frame Building

CLASS "D"

Application is hereby made to the Board of Public Works (Chief Inspector of Buildings), of the City of Los Angeles, for the approval of this detailed statement of specifications herewith submitted for the erection of the building herein described. All provisions of the building ordinances and state laws shall be complied with in the erection of said building, whether herein specified or not. It is also understood the granting of a permit on this application does not grant any right or privilege to erect the building or structure herein described, or any portion thereof on any public street or alley or on any land or portion thereof, the title or right of possession to which is in litigation by, or is disputed by the City, County or State; or as giving or granting any right or privilege to use the said structure or building for any purpose which is or may hereafter be prohibited by ordinance of the City of Los Angeles.

(SIGN HERE) N. Phillips (Applicant)

TAKE TO ROOM NO. 6 FIRST FLOOR

ASSESSOR PLEASE VERIFY

Lot No. 8 Block

Elysian View Tr

District No. 7 M. B. page 59 F. B. page

O. K. City Assessor Per Deputy

TAKE TO ROOM NO. 34 THIRD FLOOR

ENGINEER PLEASE VERIFY

No. 411 Westlake St.

Street

O. K. City Engineer Per Deputy

1. PURPOSE OF BUILDING Dwelling Number of rooms 3
2. OWNER'S NAME Annie Rigotti
3. Owner's address 1968 Arnold St.
4. Architect's name
5. CONTRACTOR'S NAME Owner
6. Contractor's address
7. ENTIRE COST OF PROPOSED BUILDING, $ 495.00
8. Size of lot x Size of building 24 x 24
9. Will building be erected on front or rear of lot? Front
10. NUMBER OF STORIES IN HEIGHT 1 Height to highest point of roof 18 ft
11. Height of first floor joist above curb level, or surface 2 ft
12. Character of ground: rock, clay, sand, filled, etc. Clay
13. Of what material will FOUNDATION and cellar walls be built? Mud Sills
14. GIVE depth of FOUNDATION below the surface of ground
15. GIVE dimensions of FOUNDATION and cellar wall FOOTINGS
16. GIVE width of FOUNDATION and cellar walls at top
17. NUMBER and KIND of chimneys Number of flues
18. Number of inlets to each flue Interior size of flues x
19. Give sizes of following materials: MUDSILLS 2 x 6 Girders and stringers 4 x 4
    EXTERIOR STUDS 2 x 3 BEARING STUDS 2 x 3 Interior studs 2 x 3
    Ceiling joist 2 x 3 Roof rafters 2 x 3 FIRST FLOOR JOISTS 2 x 8
    SECOND FLOOR JOIST x Third floor joist x Fourth floor joist x

PERMIT NO. 14008 Date issued OCT 27 1913 1912.

Application Received H. Hooper

OVER

(2)

20. Specify material of roofing
21. Specify material of partitions
22. Specify material of floors
23. Specify how many thicknesses of floor
24. How will halls and soffits of stairs be plastered?
25. Will cellar or basement ceiling be plastered?
26. Specify size of vent shafts to water closet compartments
27. What means of access to roof?
28. How many fire escapes will be provided? ... where placed?

REMARKS:

Application Received ... Time ... Returned

BOE-502-A (P1) REV. 12 (05-13)

EXHIBIT 104
1 OF 2

PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A *Preliminary Change of Ownership Report* must be filed with each conveyance in the County Recorder's office for the county where the property is located.

NAME AND MAILING ADDRESS OF BUYER/TRANSFEREE
(Make necessary corrections to the printed name and mailing address)

1410 ewing st los angeles ca
erik and elishba seidenglanz
90026

ASSESSOR'S PARCEL NUMBER
5415-009-041

SELLER/TRANSFEROR
Erik Seidenglanz and Elishba Seidenglanz

BUYER'S DAYTIME TELEPHONE NUMBER
(213) 2857851

BUYER'S EMAIL ADDRESS
harwellhamiltonharris@gmail.com

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY
1968 n avon st, los angeles, ca 90026

MAIL PROPERTY TAX INFORMATION TO (NAME)
Harwell Hamilton Harris Fellowship Parkway Conservancy Inc, 501c3

ADDRESS	CITY	STATE	ZIP CODE
1410 ewing st	Los angeles	CA	90026

☑ YES ☐ NO This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy.

MO	DAY	YEAR
nov	9	2016, nov 9 20

PART 1. TRANSFER INFORMATION

Please complete all statements.

This section contains possible exclusions from reassessment for certain types of transfers.

YES NO

☐ ☑ A. This transfer is solely between spouses *(addition or removal of a spouse, death of a spouse, divorce settlement, etc.)*.

☐ ☑ B. This transfer is solely between domestic partners currently registered with the California Secretary of State *(addition or removal of a partner, death of a partner, termination settlement, etc.)*.

☐ ☑ * C. This is a transfer: ☐ between parent(s) and child(ren) ☐ from grandparent(s) to grandchild(ren).

☐ ☑ * D. This transfer is the result of a cotenant's death. Date of death _____

☐ ☑ * E. This transaction is to replace a principal residence by a person 55 years of age or older. Within the same county? ☐ YES ☐ NO

☐ ☑ * F. This transaction is to replace a principal residence by a person who is severely disabled as defined by Revenue and Taxation Code section 69.5. Within the same county? ☐ YES ☐ NO

☑ ☐ G. This transaction is only a correction of the name(s) of the person(s) holding title to the property *(e.g., a name change upon marriage)*. If YES, please explain: Longplatt Co who's title is based on a voidable instrument, The Seidenglanz's deadicate our home to a 501c3 for a public use.

☑ ☐ H. The recorded document creates, terminates, or reconveys a lender's interest in the property.

☐ ☑ I. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest *(e.g., cosigner)*. If YES, please explain: _____

☐ ☑ J. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.

K. This is a transfer of property:

☐ ☑ 1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of ☐ the transferor, and/or ☐ the transferor's spouse ☐ registered domestic partner.

☐ ☑ 2. to/from a trust that may be revoked by the creator/grantor/trustor who is also a joint tenant, and which names the other joint tenant(s) as beneficiaries when the creator/grantor/trustor dies.

☐ ☑ 3. to/from an irrevocable trust for the benefit of the ☐ creator/grantor/trustor and/or ☐ grantor's/trustor's spouse ☐ grantor's/trustor's registered domestic partner.

☐ ☑ L. This property is subject to a lease with a remaining lease term of 35 years or more including written options.

☐ ☑ M. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.

☐ ☑ N. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions.

☐ ☑ * O. This transfer is to the first purchaser of a new building containing an active solar energy system.

* Please refer to the instructions for Part 1.

Please provide any other information that will help the Assessor understand the nature of the transfer.

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION

EXHIBIT 104
EXHIBIUT2 OF 2

BOE-502-A (P2) REV. 12 (05-13)

PART 2. OTHER TRANSFER INFORMATION

Check and complete as applicable.

A. Date of transfer, if other than recording date: _____

B. Type of transfer:
☐ Purchase ☐ Foreclosure ☑ Gift ☐ Trade or exchange ☐ Merger, stock, or partnership acquisition (Form BOE-100-B)
☐ Contract of sale. Date of contract: _____ ☐ Inheritance. Date of death: _____
☐ Sale/leaseback ☐ Creation of a lease ☐ Assignment of a lease ☐ Termination of a lease. Date lease began: _____
Original term in years *(including written options)*: _____ Remaining term in years *(including written options)*: _____
☐ Other. Please explain: _____ %

C. Only a partial interest in the property was transferred. ☐ YES ☑ NO If YES, indicate the percentage transferred: _____

PART 3. PURCHASE PRICE AND TERMS OF SALE

Check and complete as applicable.

A. Total purchase price $0

B. Cash down payment or value of trade or exchange excluding closing costs Amount $_____

C. First deed of trust @ _____% interest for _____ years. Monthly payment $_____ Amount $_____
☐ FHA (___Discount Points) ☐ Cal-Vet ☐ VA (___Discount Points) ☐ Fixed rate ☐ Variable rate
☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller
☐ Balloon payment $_____ Due date: _____

D. Second deed of trust @ _____% interest for _____ years. Monthly payment $_____ Amount $_____
☐ Fixed rate ☐ Variable rate ☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller
☐ Balloon payment $_____ Due date: _____

E. Was an Improvement Bond or other public financing assumed by the buyer? ☐ YES ☑ NO Outstanding balance $_____

F. Amount, if any, of real estate commission fees paid by the buyer which are not included in the purchase price $_____

G. The property was purchased: ☐ Through real estate broker. Broker name: _____ Phone number: (___) _____
☐ Direct from seller ☐ From a family member-Relationship _____
☑ Other. Please explain: owner/builder husband and wife, we recorded our exemption with the assessor in personlast decamber have been here since nov 9 2016 filed 610 63 2 x Times now

H. Please explain any special terms, seller concessions, broker/agent fees waived, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.
the last 10 recordings have been fraud by each and every person prior, property flipping scheme, see snyder v lecohen lecohen

PART 4. PROPERTY INFORMATION

Check and complete as applicable.

A. Type of property transferred
☐ Single-family residence
☑ Multiple-family residence. Number of units: 2
☐ Other. Description: (i.e., timber, mineral, water rights, etc.) botanical garden and museum, with non profit office
☐ Co-op/Own-your-own
☐ Condominium
☐ Timeshare
☐ Manufactured home
☐ Unimproved lot
☐ Commercial/Industrial

B. ☐ YES ☑ NO Personal/business property, or incentives, provided by seller to buyer are included in the purchase price. Examples of personal property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships, etc. Attach list if available.
If YES, enter the value of the personal/business property: $_____ Incentives $_____

C. ☐ YES ☑ NO A manufactured home is included in the purchase price.
If YES, enter the value attributed to the manufactured home: $_____
☐ YES ☑ NO The manufactured home is subject to local property tax. If NO, enter decal number: _____

D. ☐ YES ☑ NO The property produces rental or other income.
If YES, the income is from: ☐ Lease/rent ☐ Contract ☐ Mineral rights ☑ Other: we run a museum & botanical gar(

E. The condition of the property at the time of sale was: ☑ Good ☐ Average ☑ Fair ☐ Poor
Please describe: the lower building is frauded with construction deficits will take years to fix, the top look like hell but is comming on great working towards mills act.

CERTIFICATION

www.echowild.com

I certify (or declare) that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.

Erik Soldenglanz & Elishba Soldenglanz Harwell Hamiltonharris & gmail.com

SIGNATURE OF BUYER/TRANSFEREE OR CORPORATE OFFICER ▶	DATE	TELEPHONE
Erik Soldenglanz & Elishba Soldenglanz	Nov 20, 2020	(213) 285 7851
NAME OF BUYER/TRANSFEREE/LEGAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT)	TITLE	EMAIL ADDRESS
Erik Soldenglanz + Elishba Soldenglanz	Directors	Harwell hamilton

The Assessor's office may contact you for additional information regarding this transaction.

for Harwell Hamilton harris fellowship parkway conservancy inc harris & gmail.com

IF YOU WANT A RECEIPT, READ THE FOLLOWING CAREFULLY.

On the front of this postcard, enter your name, mailing address and the ***Assessor's Identification Number*** as printed on your exemption claim or your tax bill.

Affix first class postage stamp to front of postcard and return in the same envelope with your claim.

This date stamped postcard will be returned to you as proof that a claim was received in the Los Angeles County Office of the Assessor

FEB 19 2020 PM5:0
LA COUNTY ASSESSOR

.....

LEA LO SIGUIENTE CUIDADOSAMENTE SI DESEA UN RECIBO

Al frente de esta tarjeta postal, escriba su nombre, dirección y el **número de identificación del Tasador** como está impreso en su reclamo de exención o en su cuenta de impuestos.

...era una estampilla al frente de esta tarjeta y devuelvala en el mismo sobre con su reclamo.
Esta tarjeta postal, co la fecha estampada, se le devolverá como prueba que su reclamo ha sido recibido en la Oficina del Asesor de Los Angeles.

Turned in by hand !

5415-009-041

Assessor's Identification Number

OFFICE OF THE ASSESSOR
500 W. TEMPLE ST.
LOS ANGELES, CA 90012-2770

"501 c3"

Haswell hamilton harris fellowship
parkway conservancy inc

POSTCARD
RATE
STAMP
HERE

TIMBRE
PARA
TARJETA
POSTAL

Erik & Elisabeth Sedanglanz
Sedanglanz Ituarra

Name

1968 N. Avon St 90026-

Street Address

1410, 1410 1/2 W. Ewing St
90026

City, State, Zip Code

LA, CA

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES **Branch Name:** Stanley Mosk Courthouse **Mailing Address:** 111 North Hill Street **City, State and Zip Code:** Los Angeles CA 90012	
SHORT TITLE: CHENEY SHAPIRO vs PATRICK MURRAY, et al. **NOTICE OF CONFIRMATION OF ELECTRONIC FILING**	**CASE NUMBER:** 20STUD02828

The Electronic Filing described by the below summary data was reviewed and accepted by the Superior Court of California, County of LOS ANGELES. In order to process the filing, the fee shown was assessed.

Electronic Filing Summary Data

Electronically Submitted By: Journal Technologies Inc.
Reference Number: EF-5f04ba275697
Submission Number: 20LA02831855
Court Received Date: 11/23/2020
Court Received Time: 11:11 am
Case Number: 20STUD02828
Case Title: CHENEY SHAPIRO vs PATRICK MURRAY, et al.
Location: Stanley Mosk Courthouse
Case Type: Civil Limited
Case Category: Unlawful Detainer/Residential (not drugs or wrongful eviction)
Jurisdictional Amount: Up to $10,000
Notice Generated Date: 11/23/2020
Notice Generated Time: 3:33 pm

Documents Electronically Filed/Received	**Status**
Declaration (name extension)	Accepted

Comments
Submitter's Comments: Please accept this document and exhibits in support of all prior filiings by defendants. More exhibits will be filed today.

Clerk's Comments:

Electronic Filing Service Provider Information
Service Provider: Journal Technologies Inc.
Contact: Journal Technologies Inc.
Phone: (877) 545-1842 Ext. 1

Superior Court of California
County of Los Angeles
,

Receipt No: EFM-2020-2624795.1

Date: 11/23/20 3:33 PM
Time: 11/23/20 3:33 PM

CASE # 20STUD02828
CHENEY SHAPIRO vs PATRICK MURRAY,

Court Transaction Fee	2.25
Case Total:	2.25
Waived Court	2.25
Total Paid:	2.25

20LA02831855

Electronically FILED by Superior Court of California, County of Los Angeles on 11/23/2020 04:44 PM Sherri R. Carter, Executive Officer/Clerk of Court, by D. Diaz,Deputy Clerk

Erik Seidenglanz, Elishba Seidenglanz, in pro per
1410 Ewing Street
Los Angeles, CA 90026
(213) 285-7851
real@playplayplay.org
Defendants, in pro per

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
UNLIMITED JURISDICTION

CHENEY SHAPIRO, an individual,) LONGPLATT CO., a California corporation)) Plaintiffs,)) v.)) ERIK SEIDENGLANZ, an individual,) ELISHBA ITURR, an individual, not PATRICK MURRAY, not DEBBIE MURRAY) Defendants.	CASE NO. 20STUD02828 **VERIFIED ANSWER TO FIRST AMENDED COMPLAINT; AFFIRMATIVE DEFENSES; APPLICATION FOR RELIEF OF DEFAULT JUDGEMENT CCP 473** Honorable Judge UPINDER S. KALRA DATE : 11/20/2020 TIME : 4:30 PM DEPT. 91

COMES NOW, Defendants, Erik Seidenglanz and Elishba Seidenglanz ("Defendants"), for themselves and no other, answer the complaint of Plaintiff, Longplatt Co. a corporationl, acting fror Cheney Shapiro, an individual, as follows:

1. Defendant generally denies each statement of the complaint

2. Defendant admits the allegations in paragraphs 3,

3. Defendant claims the following statements of the complaint in paragraphs 1, 3, 4, 5, 6a, 6b, 6c, 7a, 7b, 7c, 7d, 8a, 8d, 11, 14, 15, are false

4. Defendant has no information or belief that the allegations in paragraph 6e, 6, 7e, 17a, 17b, 17f, 17h ae true so Defendant denies them.

5. Except as expressly admitted herein, Defendant denies all of the allegations of the complaint.

6. Plaintiff did not serve Defendants with the Mandatory Cover Sheet and Supplemental Allegations – Unlawful Detainer (Form UD-101) as required "an unlawful detainer filed prior to DATE", thus Defendant . This case was iniitially filed 3/31/2020.

SEPERATE AFFIRMATIVE DEFENSES

Without waiving or excusing Plaintiff's burden of proof, or admitting that the Defendants have any burden of proof, theis answering defendant is informed and believes, and on such information and belief alleges and hereby asserts the feperate affirmative defenses as follows:

First Affirmative Defense

AS AND FOR A FIRST SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE, defendant alleges that plaintiff's complaint and each cause of action therein fails to state facts sufficient to constitute a cause of action against defendant.

Second Affirmative Defense

As a Second and Separate Affirmative Defense to the complaint this answering defendant alleges that they are entitled to possession of the premises which is the

subject of this complaint pursuant to the provisions of *Code of Civil Procedure* § 1161b which states in pertinent part that

"(a) Notwithstanding Section 1161a, a tenant or subtenant in possession of a rental housing unit under a month-to-month lease or periodic tenancy at the time the property is sold in foreclosure shall be given 90 days' written notice to quit pursuant to Section 1162 before the tenant or subtenant may be removed from the property as prescribed in this chapter.

(b) In addition to the rights set forth in subdivision (a), tenants or subtenants holding possession of a rental housing unit under a fixed-term residential lease entered into before transfer of title at the foreclosure sale shall have the right to possession until the end of the lease term, and all rights and obligations under the lease shall survive foreclosure, except that the tenancy may be terminated upon 90 days' written notice to quit pursuant to subdivision (a) if any of the following conditions apply:

(1) The purchaser or successor in interest will occupy the housing unit as a primary residence.

(2) The lessee is the mortgagor or the child, spouse, or parent of the mortgagor.

(3) The lease was not the result of an arms' length transaction.

(4) The lease requires the receipt of rent that is substantially less than fair market rent for the property, except when rent is reduced or subsidized due to a federal, state, or local subsidy or law.

(c) The purchaser or successor in interest shall bear the burden of proof in establishing that a fixed-term residential lease is not entitled to protection under subdivision (b).

(d) This section shall not apply if any party to the note remains in the property as a tenant, subtenant, or occupant.

(e) Nothing in this section is intended to affect any local just cause eviction ordinance. This section does not, and shall not be construed to, affect the authority of a public entity that otherwise exists to regulate or monitor the basis for eviction.

(f) This section shall remain in effect only until December 31, 2019, and as of that date is repealed, unless a later enacted statute, that is enacted before December 31, 2019, deletes or extends that date."

This answering defendant was not given the required 90 days written notice to quit as required by *Code of Civil Procedure* § 1161b(a) which states that, "Notwithstanding Section 1161a, a tenant or subtenant in possession of a rental housing unit under a month-to-month lease or periodic tenancy at the time the property is sold in foreclosure shall be given 90 days' written notice to quit pursuant to Section 1162 before the tenant or subtenant may be removed from the property as prescribed in this chapter."

Third Affirmative Defense

As a Third and Separate Affirmative Defense to the complaint, this answering defendant alleges the affirmative defense of "constructive eviction" in that 1the plaintiff's actions or omissions so interfere with the tenant's right to "peaceful

and beneficial possession" of the rental unit that the unit or a portion of it becomes uninhabitable due to persistent harassment by the plaintiff, including several attempts at home invasion of this answering defendant out of the premises prior to commencing the lawsuit, and several attempts to have the utility service at the premises shut off. 1See *Ginsberg v. Gamson* (2012) 205 Cal. App. 4th 873, 896-897; see also *Andrews v. Mobile Aire Estates* (2005) 125 Cal.App.4th 578, 588; and *Stoiber v Honeychuck* (1980) 101 Cal.App 3d 903, 925–926, and *Clark v Spiegel* (1971) 22 Cal.App 3d 74, 79–80.

Fourth Affirmative Defense

As a Fourth and Separate Affirmative Defense to the complaint, this answering defendant alleges the affirmative defense of an unlawful influence to vacate including 1menacing conduct, or the use or threatened use of force (that would create an apprehension of harm in a reasonable person) that interferes with the tenant's quiet enjoyment of the premises, in violation of *Civil Code* § 1927, and a significant and intentional violation of *Civil Code* § 1954, which governs the circumstances under which a landlord may enter the rental unit. This is due to persistent harassment by the plaintiff, including several attempts to lock this answering defendant out of the premises prior to commencing the lawsuit, and several attempts to have the utility service at the premises shut off. Such behavior is prohibited by the provisions of *Civil Code* § 1940.2.

///

Fifth Affirmative Defense

As a Fifth and Separate Affirmative Defense to the complaint, this answering defendant alleges the affirmative defense that 1plaintiff has discriminated against this answering defendant in violation of the laws of California, or of the federal or state Constitutions.

Sixth Affirmative Defense

AS AND FOR A SIXTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE, defendant alleges that the complaint and each and every cause of action therein, is barred by the doctrines of waiver, estoppel, laches, and release.

Seventh Affirmative Defense

AS AND FOR A SEVENTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE, defendant alleges that the complaint, and each and every cause of action therein, is barred operation of California Code of Civil Procedure §1172 and California Civil Codes §§1940 et seq. § 318-319, 335 et seq. And all other states of limitations.

Eighth Affirmative Defense

AS AND FOR A EIGHTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE, defendant alleges that the complaint, and each and every cause of action therein, is barred by the doctrine of unclean hands.

Ninth Affirmative Defense

AS AND FOR A NINTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE, defendant alleges that the conduct of these defendants in regard to the matters alleged in the complaint was justified, and by reason of the foregoing, plaintiff is barred from any recovery against these defendants.

Tenth Affirmative Defense

AS AND FOR A TENTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE, defendant alleges that **the affirmative defense that the unlawful detainer complaint of plaintiff fails to state facts sufficient to constitute a cause of action on the grounds that plaintiff does not have valid title to the real property, and thus is not the real party in interest as required by *Code of Civil Procedure* §§ 367, 1165.**

At the time that the Notice of Default was recorded on 8/9/2019 However there was an assignment of deed of trust which caused a substitution of trustee after that date from 3/6/2020 . The assignment of deed of trust was recorded on or about 3/26/2020 which date is *after* the date that the notice was recorded.

***California Civil Code* 2934a(e) states that, "Notwithstanding any provision of this section or any provision in any deed of trust, unless a new notice of sale containing the name, street address, and telephone number of the substituted trustee is given pursuant to Section 2924f after execution of the substitution, any sale conducted by the substituted trustee shall be void."**

A new notice of sale was NOT given containing the name, address and telephone number of the substituted trustee. This means that the sale conducted by Quality Loan Servicer_ is void which means that plaintiff does not have title to

the real property. See *The Bank of New York Mellon v. Preciado* (2013) 224 Cal.App. 4th Supp 1, 10 (plaintiff only entitled to unlawful detainer judgment if the foreclosure sale was duly conducted in accordance with California law.)

Eleventh Affirmative Defense

AS AND FOR A ELEVENTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE, defendant alleges that any claim, title, estate, lien, or interest that plaintiff may hold is void on it's face.

Twelfth Affirmative Defense

AS AND FOR A TWELFTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE, defendant alleges that any claim, title, estate, lien, or interest that plaintiff may hold is irrelevant to plaintiff's causes of action or prayers for relief.

Thirteenth Affirmative Defense

AS AND FOR A THIRTEENTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE, defendant alleges that any claim, title, estate, lien, or interest that plaintiff may hold is an encumbrance exclusive to plaintiff which includes all alleged damages.

Fourteenth Affirmative Defense

AS AND FOR A FOURTEENTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE, defendant alleges that any claim, title, estate, lien, or interest that plaintiff may hold is an encumbrance upon plaintiff which includes alleged damages. Therefore

any recovery awarded must be reduced in proportion to the amount not included in said encumbrance.

Fifteenth Affirmative Defense

AS AND FOR A FIFTEENTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE, defendant alleges that plaintiff, at all times relevant to his claims in this matter, no contract between plaintiff and defendant ever existed.

Sixteenth Affirmative Defense

AS AND FOR A SIXTEENTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE, defendant alleges that plaintiff has brought this action in retaliation for defendant's assertion of rights under the law, including but not limited to: defendant's complaints about abuse of license, complaints on violations of law, and calling the police for their numerous aggravated trespass.

Eighteenth Affirmative Defense

AS AND FOR A EIGHTEENTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE, defendant alleges that by filing this action, plaintiff is acting in violation of California Constitution Article 1, §§ 7, 13, 20; the Fourth, Fifth, and Fourteenth Amendments to the United States Constitution; and Penal Code § 422.6.

Nineteenth Affirmative Defense

AS AND FOR A NINETEENTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE, defendant alleges hat the complaint fails to state a cause of action for unlawful detainer as the five-day notice attached to the complaint was not properly served in accordance with the provisions of *Code of Civil Procedure* § 1162. Therefore the five day notice is not valid and enforceable. See *The Bank of New York Mellon v. Preciado*, supra 224 Cal.App. 4th Supp at 7-8.

APPLICATION FOR RELIEF OF DEFAULT JUDGEMENT CCP § 473

Defendant requests for relief of Default Judgement pursuant to Code of Civil Procedure 473

(a) (1) The court may, in furtherance of justice, and on any terms as may be proper, allow a party to amend any pleading or proceeding by adding or striking out the name of any party, or by correcting a mistake in the name of a party, or a mistake in any other respect; and may, upon like terms, enlarge the time for answer or demurrer. The court may likewise, in its discretion, after notice to the adverse party, allow, upon any terms as may be just, an amendment to any pleading or proceeding in other particulars; and may upon like terms allow an answer to be made after the time limited by this code.

(2) When it appears to the satisfaction of the court that the amendment renders it necessary, the court may postpone the trial, and may, when the postponement will by the amendment be rendered necessary, require, as a condition to the amendment, the payment to the adverse party of any costs as may be just.

(b) The court may, upon any terms as may be just, relieve a party or his or her legal representative from a judgment, dismissal, order, or other proceeding

taken against him or her through his or her mistake, inadvertence, surprise, or excusable neglect. Application for this relief shall be accompanied by a copy of the answer or other pleading proposed to be filed therein, otherwise the application shall not be granted, and shall be made within a reasonable time, in no case exceeding six months, after the judgment, dismissal, order, or proceeding was taken. However, in the case of a judgment, dismissal, order, or other proceeding determining the ownership or right to possession of real or personal property, without extending the six-month period, when a notice in writing is personally served within the State of California both upon the party against whom the judgment, dismissal, order, or other proceeding has been taken, and upon his or her attorney of record, if any, notifying that party and his or her attorney of record, if any, that the order, judgment, dismissal, or other proceeding was taken against him or her and that any rights the party has to apply for relief under the provisions of Section 473 of the Code of Civil Procedure shall expire 90 days after service of the notice, then the application shall be made within 90 days after service of the notice upon the defaulting party or his or her attorney of record, if any, whichever service shall be later. No affidavit or declaration of merits shall be required of the moving party. Notwithstanding any other requirements of this section, the court shall, whenever an application for relief is made no more than six months after entry of judgment, is in proper form, and is accompanied by an attorney's sworn affidavit attesting to his or her mistake, inadvertence, surprise, or neglect, vacate any

(1)resulting default entered by the clerk against his or her client, and which will result in entry of a default judgment, or

(2) resulting default judgment or dismissal entered against his or her client, unless the court finds that the default or dismissal was not in

fact caused by the attorney's mistake, inadvertence, surprise, or neglect. The court shall, whenever relief is granted based on an attorney's affidavit of fault, direct the attorney to pay reasonable compensatory legal fees and costs to opposing counsel or parties. However, this section shall not lengthen the time within which an action shall be brought to trial pursuant to Section 583.310.

UNLAWFUL DETAINER ASSISTANT-BUS & PROF. CODE §§ 6400-6415

An unlawful detainer assistant did not for compensation give advice or assistance with this form.

PRAYER

WHEREFORE, defendant prays as follows:

1. That plaintiff take nothing by their complaint;

2. That said complaint be dismissed as against this answering defendant with prejudice;

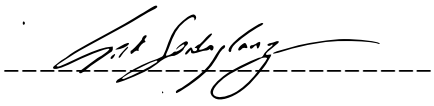
3. That this answering defendant be restored to possession of the premises;

4. For costs of suit herein incurred;

5. For reasonable attorney fees if allowed by law or statute;

6. For such other and further relief as the court may deem just and proper.

I declare, under penalty of perjury of the laws of the State of California, that the foregoing is true and correct and that this Declaration was executed on 20 NOVEMBER 2020 at Los Angeles, California.



ERIK SEIDENGLANZ



ELISHBA ITURRA

VERIFICATION

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

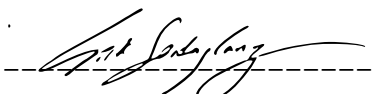
I, ERIK SEIDENGLANZ, declare that:

I am a party to this action.

I have read the foregoing **ANSWER OF DEFENDANTS ERIK SEIDENGLANZ AND ELISHBA ITURRA TO COMPLAINT OF PLAINTIFFS, CHENEY SHAPIRO AND LONGPLATT CO.** and know the contents thereof. I certify that the same is true of my own knowledge, except as to those matters which are therein stated upon my information and belief, and to those matters I believe them to be true.

I declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed this 20th day of November, at Los Angeles, California.



ERIK SEIDENGLANZ

Electronically FILED by Superior Court of California, County of Los Angeles on 11/23/2020 04:44 PM Sherri R. Carter, Executive Officer/Clerk of Court, by D. Diaz,Deputy Clerk

POS-050/EFS-050

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO:
NAME: ELISHBA ITURRA, ERIK SEIDENGLANZ, in pro per
FIRM NAME:
STREET ADDRESS: 1410 EWING ST.
CITY: LOS ANGELES STATE: CA ZIP CODE: 90026
TELEPHONE NO.: 415-685-3299 FAX NO. :
E-MAIL ADDRESS: real@p[ayplayplay.org
ATTORNEY FOR (*name*):

FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: STANLEY MOSK
MAILING ADDRESS: 111 N. HILL ST.
CITY AND ZIP CODE: LOS ANGELES, 90026
BRANCH NAME: CENTRAL

PLAINTIFF/PETITIONER: CHENEY SHAPIRO, LONGPLATT, CO
DEFENDANT/RESPONDENT: ERIK SEIDENGLANZ, ELISHBA SEIDEGL

CASE NUMBER: 20STUD02828

JUDICIAL OFFICER: UPINDER S. KALRA

DEPARTMENT: 91

PROOF OF ELECTRONIC SERVICE

1. I am at least 18 years old.
   a. My residence or business address is *(specify):*
   1410 EWING ST. LOS ANGELES, CA 90026

   b. My electronic service address is *(specify):*
   real@playplayplay.org

2. I electronically served the following documents *(exact titles):*
   (1) Consent of Electronic Service and Notice of Electronic Service of Elishba Iturra; (2) & Erik Seidenglanz (3)VERIFIED ANSWER TO FIRST AMENDED COMPLAINT; AFFIRMATIVE DEFENSES, APPLICATION FOR RELIEF OF DEFAULT JUDGEMENT CCP 473 (4) PROOF OF ELECTRONIC SERVICE

   ☐ The documents served are listed in an attachment. *(Form POS-050(D)/EFS-050(D) may be used for this purpose.)*

3. I electronically served the documents listed in 2 as follows:
   a. Name of person served: Grace Jacqueline Peleaz #207067
   On behalf of *(name or names of parties represented, if person served is an attorney):*
   Joshua Marcuson, officer of Longplatt Co.; Cheney Shapiro
   b. Electronic service address of person served *:*
   simonianlaw@gmail.com
   c. On *(date):* 20 November 2020

   ☒ The documents listed in item 2 were served electronically on the persons and in the manner described in an attachment. *(Form POS-050(P)/EFS-050(P) may be used for this purpose.)*

Date: 20 November 2020

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Elishba Iturra
(TYPE OR PRINT NAME OF DECLARANT)


(SIGNATURE OF DECLARANT)

Form Approved for Optional Use
Judicial Council of California
POS-050/EFS-050 [Rev. February 1, 2017]

PROOF OF ELECTRONIC SERVICE
(Proof of Service/Electronic Filing and Service)

Cal. Rules of Court, rule 2.251
www.courts.ca.gov

For your protection and privacy, please press the Clear This Form button after you have printed the form.

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES **Branch Name:** Stanley Mosk Courthouse **Mailing Address:** 111 North Hill Street **City, State and Zip Code:** Los Angeles CA 90012	
SHORT TITLE: CHENEY SHAPIRO vs PATRICK MURRAY, et al. **NOTICE OF CONFIRMATION OF ELECTRONIC FILING**	**CASE NUMBER:** 20STUD02828

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Electronically Submitted By: Journal Technologies Inc.
Reference Number: EF-30f5cc6aea9b
Submission Number: 20LA02835189
Court Received Date: 11/23/2020
Court Received Time: 4:44 pm
Case Number: 20STUD02828
Case Title: CHENEY SHAPIRO vs PATRICK MURRAY, et al.
Location: Stanley Mosk Courthouse
Case Type: Civil Limited
Case Category: Unlawful Detainer/Residential (not drugs or wrongful eviction)
Jurisdictional Amount: Up to $10,000
Notice Generated Date: 11/24/2020
Notice Generated Time: 9:18 am

Documents Electronically Filed/Received	Status
Answer	Accepted
Proof of Service (not Summons and Complaint)	Accepted

Comments

Submitter's Comments: Proof of Electronic Service was not attached as I saw it was in the original filing on 11/20/20 before 5pm. It is included in this filing and is the identical "Answer" document that was originally filed on Friday.

Clerk's Comments:

Electronic Filing Service Provider Information

Service Provider: Journal Technologies Inc.
Contact: Journal Technologies Inc.
Phone: (877) 545-1842 Ext. 1

NOTICE OF CONFIRMATION OF FILING

Superior Court of California
County of Los Angeles
,

Receipt No: EFM-2020-2626771.1

Date: 11/24/20 9:18 AM
Time: 11/24/20 9:18 AM

CASE # 20STUD02828
CHENEY SHAPIRO vs PATRICK MURRAY,

Court Transaction Fee	2.25
Case Total:	2.25
Waived Court	2.25
Total Paid:	2.25

20LA02835189

Electronically FILED by Superior Court of California, County of Los Angeles on 12/09/2020 04:17 PM Sherri R. Carter, Executive Officer/Clerk of Court, by C. Coleman,Deputy Clerk

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO:
NAME: Elishba Iturra, Erik Seidenglanz, in pro per
FIRM NAME:
STREET ADDRESS: 1410 Ewing St.
CITY: Los Angeles STATE: CA ZIP CODE: 90026
TELEPHONE NO.: 415-685-3299 FAX NO. :
E-MAIL ADDRESS: real@playplayplay.org
ATTORNEY FOR (*name*): Defendants, in pro per

FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: STANLEY MOSK COURTHOUSE
MAILING ADDRESS: 111 N. HILL ST.
CITY AND ZIP CODE: LOS ANGELES 90012
BRANCH NAME: CENTRAL

PLAINTIFF/PETITIONER: LONGPLATT CO., CHENEY SHAPIRO
DEFENDANT/RESPONDENT: ERIK SEIDENGLANZ, ELISHBA ITURRA

CASE NUMBER: 20STUD02828

JUDICIAL OFFICER: HONORABLE UPINDER S. KALRA

DEPARTMENT: 91

PROOF OF ELECTRONIC SERVICE

1. I am at least 18 years old.
   a. My residence or business address is *(specify):*
   1410 EWING ST. LOS ANGELES, CA 90026

   b. My electronic service address is *(specify):*
   real@playplayplay.org

2. I electronically served the following documents *(exact titles):*

   Counter Request to Set Case For Trial (UD105 Form: Request/Counter to Set Case for Trial)

   ☐ The documents served are listed in an attachment. *(Form POS-050(D)/EFS-050(D) may be used for this purpose.)*

3. I electronically served the documents listed in 2 as follows:
   a. Name of person served: Grace Jacqueline Pelaez #207067

   On behalf of *(name or names of parties represented, if person served is an attorney):*
   JOSHUA MARCUSON, officer of LONGPLATT CO., CHENEY SHAPIRO,

   b. Electronic service address of person served *:*
   simonianlaw@gmail.com

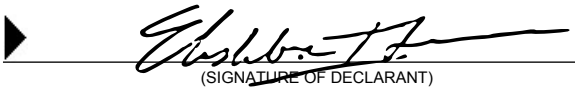
   c. On *(date):* Dec. 9, 2020

   ☒ The documents listed in item 2 were served electronically on the persons and in the manner described in an attachment. *(Form POS-050(P)/EFS-050(P) may be used for this purpose.)*

Date: Dec. 9, 2020

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Elishba Iturra
(TYPE OR PRINT NAME OF DECLARANT)


(SIGNATURE OF DECLARANT)

Form Approved for Optional Use
Judicial Council of California
POS-050/EFS-050 [Rev. February 1, 2017]

PROOF OF ELECTRONIC SERVICE
(Proof of Service/Electronic Filing and Service)

Cal. Rules of Court, rule 2.251
www.courts.ca.gov

Electronically FILED by Superior Court of California, County of Los Angeles on 12/09/2020 04:17 PM Sherri R. Carter, Executive Officer/Clerk of Court, by C. Coleman, Deputy Clerk

UD-150

ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name, State Bar number, and address):*	*FOR COURT USE ONLY*
Elishba Iturra, Erik Seidenglanz, in pro per 1410 Ewing St. Los Angeles, CA 90026 TELEPHONE NO.: 415-685-3299 FAX No. *(Optional):* E-MAIL ADDRESS *(Optional)*: real@playplayplay.org ATTORNEY FOR *(Name)*: in pro per	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: Stanley Mosk Courthouse MAILING ADDRESS: 111 N. Hill St. CITY AND ZIP CODE: Los Angeles, 90012 BRANCH NAME: Central	
PLAINTIFF: Longplatt Co., Cheney Shapiro DEFENDANT: Erik Seidenglanz, Elishba Iturra	
☐ **REQUEST** ☑ **COUNTER-REQUEST** **TO SET CASE FOR TRIAL—UNLAWFUL DETAINER** ☐ **Plaintiff** ☑ **Defendant**	CASE NUMBER: 20STUD02828

1. ☐ **Plaintiff's request.** I represent to the court that all parties have been served with process and have appeared or have had a default or dismissal entered against them. I request that this case be set for trial.
2. **Trial preference.** The premises concerning this case are located at *(street address, apartment number, city, zip code, and county):*
   111 N. Hill St. Los Angeles, CA 90012
   a. ☑ To the best of my knowledge, the right to possession of the premises is still in issue. This case is entitled to legal preference under Code of Civil Procedure section 1179a.
   b. ☐ To the best of my knowledge, the right to possession of the premises is no longer in issue. No defendant or other person is in possession of the premises.
3. **Jury or nonjury trial.** I request ☑ a jury trial ☐ a nonjury trial.
4. **Estimated length of trial.** I estimate that the trial will take *(check one):*
   a. ☑ days *(specify number):* 5 b. ☐ hours *(specify if estimated trial is less than one day):*
5. **Trial date.** I am not available on the following dates *(specify dates and reasons for unavailability):*
   Dec. 8 - Dec. 22, 2020. Medical procedure recovery. See Doctor's Note.

UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, §§ 6400–6415)

6. *(Complete in all cases.)* An unlawful detainer assistant ☑ did **not** ☐ did for compensation give advice or assistance with this form. (*If declarant has received **any** help or advice for pay from an unlawful detainer assistant, complete a–f.)*
   a. Assistant's name:
   b. Street address, city, and zip code:
   c. Telephone no.:
   d. County of registration:
   e. Registration no.:
   f. Expires on *(date):*

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

Elishba Iturra
(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- An unlawful detainer case must be set for trial on a date not later than **20 days after the first request** to set the case for trial is made (Code Civ. Proc., § 1170.5(a)).
- If a jury is requested, $150 must be deposited with the court 5 days before trial (Code Civ. Proc., § 631).
- Court reporter and interpreter services vary. Check with the court for availability of services and fees charged.
- If you cannot pay the court fees and costs, you may apply for a fee waiver. Ask the court clerk for a fee waiver form.

Form Adopted for Mandatory Use
Judicial Council of California
UD-150 [New January 1, 2005]

REQUEST/COUNTER-REQUEST TO SET CASE FOR TRIAL—UNLAWFUL DETAINER

Code of Civil Procedure, §§ 631, 1170.5(a), 1179a
www.courtinfo.ca.gov

American LegalNet, Inc.
www.USCourtForms.com

Electronically Received 12/09/2020 04:17 PM

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES **Branch Name:** Stanley Mosk Courthouse **Mailing Address:** 111 North Hill Street **City, State and Zip Code:** Los Angeles CA 90012	
SHORT TITLE: CHENEY SHAPIRO vs PATRICK MURRAY, et al. **NOTICE OF CONFIRMATION OF ELECTRONIC FILING**	**CASE NUMBER:** 20STUD02828

The Electronic Filing described by the below summary data was reviewed and accepted by the Superior Court of California, County of LOS ANGELES. In order to process the filing, the fee shown was assessed.

Electronic Filing Summary Data

Electronically Submitted By: Journal Technologies Inc.
Reference Number: EF-14f26f9dcb16
Submission Number: 20LA02894527
Court Received Date: 12/09/2020
Court Received Time: 4:17 pm
Case Number: 20STUD02828
Case Title: CHENEY SHAPIRO vs PATRICK MURRAY, et al.
Location: Stanley Mosk Courthouse
Case Type: Civil Limited
Case Category: Unlawful Detainer/Residential (not drugs or wrongful eviction)
Jurisdictional Amount: Up to $10,000
Notice Generated Date: 12/10/2020
Notice Generated Time: 1:57 pm

Documents Electronically Filed/Received	Status
Request/Counter-Request To Set Case For Trial	Accepted
Proof of Service (not Summons and Complaint)	Accepted

Comments

Submitter's Comments: Pltf's attorney req trial w/o any trial conference/adr/meet-confer to stipulate date. Acts in bad faith against CCP for auto default judgement. Defendant's argument are a matter of law+ a matter of fact, which the latter must be tried by jury.

Clerk's Comments:

Electronic Filing Service Provider Information

Service Provider: Journal Technologies Inc.
Contact: Journal Technologies Inc.
Phone: (877) 545-1842 Ext. 1

NOTICE OF CONFIRMATION OF FILING

Superior Court of California
County of Los Angeles
,

Receipt EFM-2020-2683911.1

Date: 12/10/20 1:57 PM
Time: 12/10/20 1:57 PM

CASE # 20STUD02828
CHENEY SHAPIRO vs PATRICK MURRAY,

Court Transaction Fee	2.25
Case Total:	2.25
Waived Court	2.25
Total Paid:	2.25

20LA02894527

Electronically FILED by Superior Court of California, County of Los Angeles on 03/01/2021 09:27 AM Sherri R. Carter, Executive Officer/Clerk of Court, by D. Diaz, Deputy Clerk

Elishba Iturra Seidenglanz,
Erik Seidenglanz,
1410 Ewing St.
Los Angeles, CA 90026-1912
Tel: (323)522-3607
Email: real@playplayplay.org

Defendants in PRO PER

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

Longplatt Co.; Cheney Shapiro Plaintiff, vs. ELISHBA ITURRA erroneously sued as DEBBIE K. MURRAY; ERIK SEIDENGLANZ erroneously sued as PATRICK M. MURRAY, Defendants.	Case No.: 20STUD02828 [Honorable Upinder S. Kalra] DEFENDANT'S LIST OF EXHIBITS filed 03-01-2021; Exhibits Date: 01 MARCH 2021 Time: 09:00 AM Dept : 91

Electronically Received 03/01/2021 09:27 AM

DEFENDANT'S ELISHBA ITURRA SEIDENGLANZ AND ERIK SEIDENGLANZ submit the following documents as exhibits:

VIDEOS

EXHIBIT	TITLE	URL
A	RingVideo 20200404 040239	https://www.youtube.com/watch?v=vnHcvRiIxms&list=PL3O3BCWV-3-vo9ccUD3p1zEOtmDso0HUH&index=1
B	RingVideo 20200404 064336	https://www.youtube.com/watch?v=PcsfQiUCm7w&list=PL3O3BCWV-3-

vo9ccUD3p1zEOtmDso0HUH&index=2&t=1s

C RingVideo 20200404 064712

https://www.youtube.com/watch?v=bB2DDtYoM78&list=PL3O3BCWV-3-vo9ccUD3p1zEOtmDso0HUH&index=3

D Ring Video Doorbell Evidence 4.02.2020. Cheney Shapiro v. Patrick Murray, et al

Https://www.youtube.com/watch?v=lxqCC4WBqgY&list=PL3O3BCWV-3-vo9ccUD3p1zEOtmDso0HUH&index=4&t=29s

E RingVideo 20200408 234036

https://www.youtube.com/watch?v=4jg7pV-Koc4&list=PL3O3BCWV-3-vo9ccUD3p1zEOtmDso0HUH&index=5

F RingVideo 20200408 234109

https://www.youtube.com/watch?v=tVNmZwpphFs&list=PL3O3BCWV-3-vo9ccUD3p1zEOtmDso0HUH&index=6

G A RingVideo 20200427 173857

https://www.youtube.com/watch?v=__roS7O0cE8&list=PL3O3BCWV-3-vo9ccUD3p1zEOtmDso0HUH&index=7&t=6s

H 2CAA8E523E24131585948601

https://www.youtube.com/watch?v=3w0zWb7ZkNU&list=PL3O3BCWV-3-

vo9ccUD3p1zEOtmDso0HUH&index=8

I Police notify residents of false calls made against them
https://www.youtube.com/watch?v=24058OS6pCQ&list=PL3O3BCWV-3-
vO9c9K0ZsK7YaMa08GrL3r&index=3

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES **Branch Name:** Stanley Mosk Courthouse **Mailing Address:** 111 North Hill Street **City, State and Zip Code:** Los Angeles CA 90012	
SHORT TITLE: CHENEY SHAPIRO vs PATRICK MURRAY, et al. **NOTICE OF CONFIRMATION OF ELECTRONIC FILING**	**CASE NUMBER:** 20STUD02828

The Electronic Filing described by the below summary data was reviewed and accepted by the Superior Court of California, County of LOS ANGELES. In order to process the filing, the fee shown was assessed.

Electronic Filing Summary Data

Electronically Submitted By: Journal Technologies Inc.
Reference Number: EF-ddba601b955b
Submission Number: 21LA03218244
Court Received Date: 03/01/2021
Court Received Time: 9:27 am
Case Number: 20STUD02828
Case Title: CHENEY SHAPIRO vs PATRICK MURRAY, et al.
Location: Stanley Mosk Courthouse
Case Type: Civil Limited
Case Category: Unlawful Detainer/Residential (not drugs or wrongful eviction)
Jurisdictional Amount: Up to $10,000
Notice Generated Date: 03/01/2021
Notice Generated Time: 2:20 pm

Documents Electronically Filed/Received	**Status**
Exhibit List	Accepted

Comments
Submitter's Comments: Exhibits

Clerk's Comments:

Electronic Filing Service Provider Information
Service Provider: Journal Technologies Inc.
Contact: Journal Technologies Inc.
Phone: (877) 545-1842 Ext. 1

Superior Court of California
County of Los Angeles
,

Receipt EFM-2021-2980152.1

Date: 3/1/21 2:20 PM
Time: 3/1/21 2:20 PM

CASE # 20STUD02828
CHENEY SHAPIRO vs PATRICK MURRAY,

Court Transaction Fee	2.25
Case Total:	2.25
Waived Court	2.25
Total Paid:	2.25

21LA03218244

Electronically FILED by Superior Court of California, County of Los Angeles on 05/10/2021 09:18 AM Sherri R. Carter, Executive Officer/Clerk of Court, by D. Diaz,Deputy Clerk

Elishba Iturra,
Erik Seidenglanz,
DEFENDENTS IN PRO PER
1410 Ewing St.
Los Angeles, CA 90026
Tel: (415) 685-3286
Email: real@playplayplay.org

Defendants in pro per

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

Longplatt Co., a corporation; and Cheney Adrienne Shapiro, an individual, Plaintiff, vs. ELISHBA ITURRA erroneously sued as DEBBIE K. MURRAY; ERIK SEIDENGLANZ erroneously sued as PATRICK M. MURRAY, Defendants.	Case No.: 20STUD02828 **Defendant's Request for Judicial Notice** **(1) CALIFORNIA SECRETARY OF STATE CERTIFIED CORPORATION STATUS REPORT** Date: May 10 2021 Time: 8:30 AM Dept : 91

TO COURT AND TO ALL PARTIES OF RECORD:

Defendant, under the provisions of Evidence Code §§ 452(c) & (h), 453 1532(a), 1600(a) and Fellom v. Adams (1969), 274 Cal. App. 2d 855 (The status of a person as a licensed organization is a matter of public record of which a court can take judicial notice), requests that the Court take judicial notice of the following attached records:

1. Exhibit 1: California Secretary of State Certificate of Status, filed on January 13, 2021 (Certification Date) of entity Harwell Hamilton Harris Fellowship Parkway Conservancy, Inc., and downloaded upon receiving it processed by Secretary of State.

2. Exhibit 2: Department of Finance City of Los Angeles Tax Registration Certificate Business License received by mail at the office located at 1410 Ewing St. Los Angeles CA 90026

Dated: May 10 2021

_____
Elishba Iturra, defendant in pro per

_____
Erik Seidenglanz, defendant in pro per

Electronically FILED by Superior Court of California, County of Los Angeles on 05/10/2021 09:18 AM Sherri R. Carter, Executive Officer/Clerk of Court, by D. Diaz,Deputy Clerk

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO:
NAME: Elishba Iturra, Erik Seidenglanz, in pro per
FIRM NAME:
STREET ADDRESS: 1410 Ewing St.
CITY: Los Angeles STATE: CA ZIP CODE: 90026
TELEPHONE NO.: 415-685-3299 FAX NO. :
E-MAIL ADDRESS: real@playplayplay.org
ATTORNEY FOR (*name*): Defendants, in pro per

FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: STANLEY MOSK COURTHOUSE
MAILING ADDRESS: 111 N. HILL ST.
CITY AND ZIP CODE: LOS ANGELES 90012
BRANCH NAME: CENTRAL

PLAINTIFF/PETITIONER: LONGPLATT CO., CHENEY SHAPIRO

DEFENDANT/RESPONDENT: ERIK SEIDENGLANZ, ELISHBA ITURRA

CASE NUMBER: 20STUD02828

JUDICIAL OFFICER: HONORABLE UPINDER S. KALRA

DEPARTMENT: 91

PROOF OF ELECTRONIC SERVICE

1. I am at least 18 years old.
   a. My residence or business address is *(specify):*
   1410 EWING ST. LOS ANGELES, CA 90026

   b. My electronic service address is *(specify):*
   real@playplayplay.org

2. I electronically served the following documents *(exact titles):*
   (1) Request for Judicial Notice filed May 10, 2021
   (2) Exhibits 1-2
   (3) Proof of Electronic Service

   ☐ The documents served are listed in an attachment. *(Form POS-050(D)/EFS-050(D) may be used for this purpose.)*

3. I electronically served the documents listed in 2 as follows:
   a. Name of person served: Grace Jacqueline Pelaez #207067

   On behalf of *(name or names of parties represented, if person served is an attorney):*
   JOSHUA MARCUSON, officer of LONGPLATT CO., CHENEY SHAPIRO,

   b. Electronic service address of person served *:*
   simonianlaw@gmail.com

   c. On *(date):* 05/10/2021

   ☒ The documents listed in item 2 were served electronically on the persons and in the manner described in an attachment. *(Form POS-050(P)/EFS-050(P) may be used for this purpose.)*

Date: 05/10/2021

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Elishba Iturra
(TYPE OR PRINT NAME OF DECLARANT)

(SIGNATURE OF DECLARANT)

Form Approved for Optional Use
Judicial Council of California
POS-050/EFS-050 [Rev. February 1, 2017]

PROOF OF ELECTRONIC SERVICE
(Proof of Service/Electronic Filing and Service)

Cal. Rules of Court, rule 2.251
www.courts.ca.gov

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES **Branch Name:** Stanley Mosk Courthouse **Mailing Address:** 111 North Hill Street **City, State and Zip Code:** Los Angeles CA 90012	
SHORT TITLE: CHENEY SHAPIRO vs PATRICK MURRAY, et al. **NOTICE OF CONFIRMATION OF ELECTRONIC FILING**	**CASE NUMBER:** 20STUD02828

The Electronic Filing described by the below summary data was reviewed and accepted by the Superior Court of California, County of LOS ANGELES. In order to process the filing, the fee shown was assessed.

Electronic Filing Summary Data

Electronically Submitted By: Journal Technologies Inc.
Reference Number: EF-aa712382d247
Submission Number: 21LA03538503
Court Received Date: 05/10/2021
Court Received Time: 9:18 am
Case Number: 20STUD02828
Case Title: CHENEY SHAPIRO vs PATRICK MURRAY, et al.
Location: Stanley Mosk Courthouse
Case Type: Civil Limited
Case Category: Unlawful Detainer/Residential (not drugs or wrongful eviction)
Jurisdictional Amount: Up to $10,000
Notice Generated Date: 05/10/2021
Notice Generated Time: 10:39 am

Documents Electronically Filed/Received	Status
Request for Judicial Notice	Accepted
Proof of Service (not Summons and Complaint)	Accepted

Comments
Submitter's Comments:

Clerk's Comments:

Electronic Filing Service Provider Information
Service Provider: Journal Technologies Inc.
Contact: Journal Technologies Inc.

Phone: (877) 545-1842 Ext. 1

Superior Court of California
County of Los Angeles
,

Receipt No: EFM-2021-3275808.1

Date: 5/10/21 10:39 AM
Time: 5/10/21 10:39 AM

CASE # 20STUD02828
CHENEY SHAPIRO vs PATRICK MURRAY,

Court Transaction Fee	2.25
Case Total:	2.25
Waived Court	2.25
Total Paid:	2.25

21LA03538503

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO:
NAME: ELISHBA ITURRA
FIRM NAME:
STREET ADDRESS: 1410 Ewing St.
CITY: LOS ANGELES STATE: CA ZIP CODE: 90026
TELEPHONE NO.: 323-522-3607 FAX NO. :
E-MAIL ADDRESS: REAL@PLAYPLAYPLAY.ORG
ATTORNEY FOR (*Name*): in pro per

FOR COURT USE ONLY

FILED
Superior Court of California
County of Los Angeles
05/24/2021
Sherri R. Carter, Executive Officer / Clerk of Court
By: L. Garcia Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: STANLEY MOSK COURTHOUSE
MAILING ADDRESS: 111 N HILL ST
CITY AND ZIP CODE: LOS ANGELES 90012
BRANCH NAME: CENTRAL

Plaintiff/Petitioner: CHENEY SHAPIRO, LONGPLATT CO.
Defendant/Respondent: PATRICK MURRAY, ET AL.

REQUEST FOR DISMISSAL

CASE NUMBER:
20STUD02828

A conformed copy will not be returned by the clerk unless a method of return is provided with the document.

This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)

1. TO THE CLERK: Please **dismiss** this action as follows:
   a. (1) [✖] With prejudice (2) [ ] Without prejudice
   b. (1) [ ] Complaint (2) [ ] Petition
   (3) [ ] Cross-complaint filed by *(name):* on *(date)*:
   (4) [ ] Cross-complaint filed by *(name):* on *(date)*:
   (5) [ ] Entire action of all parties and all causes of action
   (6) [✖] Other *(specify):** ONLY Debbie Murray Defendant

2. *(Complete in all cases except family law cases.)*
   The court [ ] did [✖] did not waive court fees and costs for a party in this case. *(This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed).*

Date: 22 MAY 2021
ELISHBA ITURRA
(TYPE OR PRINT NAME OF [ ] ATTORNEY [✖] PARTY WITHOUT ATTORNEY)

(SIGNATURE)

Attorney or party without attorney for:
[ ] Plaintiff/Petitioner [✖] Defendant/Respondent
[ ] Cross Complainant

*If dismissal requested is of specified parties only of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

3. **TO THE CLERK:** Consent to the above dismissal is hereby given.**

Date:

(TYPE OR PRINT NAME OF [ ] ATTORNEY [ ] PARTY WITHOUT ATTORNEY)

(SIGNATURE)

Attorney or party without attorney for:
[ ] Plaintiff/Petitioner [ ] Defendant/Respondent
[ ] Cross Complainant

** If a cross-complaint – or Response (Family Law) seeking affirmative relief – is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (i) or (j).

(To be completed by clerk)

4. [ ] Dismissal entered as requested on *(date):*
5 [ ] Dismissal entered on *(date):* as to only *(name)*:
6. [✓] Dismissal **not entered** as requested for the following reasons *(specify)*:

Plaintiff must submit Dismissal on this case.

7. a. [ ] Attorney or party without attorney notified on *(date):* 05/24/2021
   b. [ ] Attorney or party without attorney not notified. Filing party failed to provide
   [ ] a copy to be conformed [ ] means to return conformed copy

Date: 05/24/2021 Clerk, by Sherri R. Carter, Executive Officer / Clerk of Court L. Garcia, Deputy

Form Adopted for Mandatory Use
Judicial Council of California
CIV-110 [Rev. Jan. 1, 2013]

Code of Civil Procedure, § 581 et seq.; Gov. Code, § 68637(c); Cal. Rules of Court, rule 3.1390
www.courts.ca.gov

Electronically Received 05/24/2021 12:00 AM

Plaintiff/Petitioner: CHENEY SHAPIRO, LONGPLATT CO. Defendant/Respondent: PATRICK MURRAY, DEBBIE MURRAY, ET AL	CASE NUMBER: 20STUD02828

COURT'S RECOVERY OF WAIVED COURT FEES AND COSTS

If a party whose court fees and costs were initially waived has recovered or will recover $10,000 or more in value by way of settlement, compromise, arbitration award, mediation settlement, or other means, the court has a statutory lien on that recovery. The court may refuse to dismiss the case until the lien is satisfied. (Gov. Code, § 68637.)

Declaration Concerning Waived Court Fees

1. The court waived court fees and costs in this action for *(name):* ELISHBA ITURRA; ERIK SEIDENGLANZ
2. The person named in item 1 is *(check one below):*
   a. [✖] not recovering anything of value by this action.
   b. [ ] recovering less than $10,000 in value by this action.
   c. [ ] recovering $10,000 or more in value by this action. *(If item 2c is checked, item 3 must be completed.)*
3. [ ] All court fees and court costs that were waived in this action have been paid to the court *(check one):* Yes No

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: 22 MAY 2021

ELISHBA ITURRA

(TYPE OR PRINT NAME OF [ ] ATTORNEY [X] PARTY MAKING DECLARATION)

(SIGNATURE)

For your protection and privacy, please press the Clear This Form button after you have printed the form.

Print this form Save this form Clear this form

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO: NAME: ELISHBA ITURRA, ERIK SEIDENGLANZ, in pro per FIRM NAME: STREET ADDRESS: 1410 EWING ST. CITY: LOS ANGELES STATE: CA ZIP CODE: 90026 TELEPHONE NO.: 415-685-3299 FAX NO. : E-MAIL ADDRESS: real@p[ayplayplay.org ATTORNEY FOR (*name*):	*FOR COURT USE ONLY*
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: STANLEY MOSK MAILING ADDRESS: 111 N. HILL ST. CITY AND ZIP CODE: LOS ANGELES, 90026 BRANCH NAME: CENTRAL	CASE NUMBER: 20STUD02828
PLAINTIFF/PETITIONER: CHENEY SHAPIRO, LONGPLATT, CO DEFENDANT/RESPONDENT: **ELISHBA ITURRA; ERIK SEIDENGLANZ**	JUDICIAL OFFICER: HONORABLE JUDGE GEORGE BIRD
PROOF OF ELECTRONIC SERVICE	DEPARTMENT: 91

1. I am at least 18 years old.
   a. My residence or business address is *(specify):*
   1410 EWING ST. LOS ANGELES, CA 90026

   b. My electronic service address is *(specify):*
   real@playplayplay.org

2. I electronically served the following documents *(exact titles):*

   1. REQUEST FOR DISMISSAL _ DEBBIE MURRAY
   2. PROOF OF ELECTRONIC SERVICE

   ☐ The documents served are listed in an attachment. *(Form POS-050(D)/EFS-050(D) may be used for this purpose.)*

3. I electronically served the documents listed in 2 as follows:
   a. Name of person served: Grace Jacqueline Peleaz #207067

   On behalf of *(name or names of parties represented, if person served is an attorney):*
   Joshua Marcuson, officer of Longplatt Co.; Cheney Shapiro

   b. Electronic service address of person served *:*
   simonianlaw@gmail.com

   c. On *(date):* 22 may 2021

   ☒ The documents listed in item 2 were served electronically on the persons and in the manner described in an attachment. *(Form POS-050(P)/EFS-050(P) may be used for this purpose.)*

Date: 22 may 2021

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Elishba Iturra
(TYPE OR PRINT NAME OF DECLARANT)


(SIGNATURE OF DECLARANT)

Form Approved for Optional Use
Judicial Council of California
POS-050/EFS-050 [Rev. February 1, 2017]

PROOF OF ELECTRONIC SERVICE
(Proof of Service/Electronic Filing and Service)

Cal. Rules of Court, rule 2.251
www.courts.ca.gov

For your protection and privacy, please press the Clear This Form button after you have printed the form.

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES **Branch Name:** Stanley Mosk Courthouse **Mailing Address:** 111 North Hill Street **City, State and Zip Code:** Los Angeles CA 90012	
SHORT TITLE: CHENEY SHAPIRO vs PATRICK MURRAY, et al. **NOTICE OF CONFIRMATION OF ELECTRONIC FILING**	**CASE NUMBER:** 20STUD02828

The Electronic Filing described by the below summary data was reviewed and accepted by the Superior Court of California, County of LOS ANGELES. In order to process the filing, the fee shown was assessed.

Electronic Filing Summary Data

Electronically Submitted By: Journal Technologies Inc.
Reference Number: EF-2c7b5c5ac7c3
Submission Number: 21LA03599684
Court Received Date: 05/22/2021
Court Received Time: 10:05 pm
Case Number: 20STUD02828
Case Title: CHENEY SHAPIRO vs PATRICK MURRAY, et al.
Location: Stanley Mosk Courthouse
Case Type: Civil Limited
Case Category: Unlawful Detainer/Residential (not drugs or wrongful eviction)
Jurisdictional Amount: Up to $10,000
Notice Generated Date: 05/24/2021
Notice Generated Time: 8:09 am

Documents Electronically Filed/Received	Status
Request for Dismissal	Accepted

Comments
Submitter's Comments: I will follow up with a Declaration supporting the request shortly.

Clerk's Comments:

Electronic Filing Service Provider Information
Service Provider: Journal Technologies Inc.
Contact: Journal Technologies Inc.
Phone: (877) 545-1842 Ext. 1

Superior Court of California
County of Los Angeles
,

Receipt No: EFM-2021-3331132.1

Date: 5/24/21 8:09 AM
Time: 5/24/21 8:09 AM

CASE # 20STUD02828
CHENEY SHAPIRO vs PATRICK MURRAY,

Court Transaction Fee	2.25
Case Total:	2.25
Waived Court	2.25
Total Paid:	2.25

21LA03599684

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO:
NAME: ELISHBA ITURRA
FIRM NAME:
STREET ADDRESS: 1410 Ewing St.
CITY: LOS ANGELES STATE: CA ZIP CODE: 90026
TELEPHONE NO.: 323-522-3607 FAX NO. :
E-MAIL ADDRESS: REAL@PLAYPLAYPLAY.ORG
ATTORNEY FOR (*Name*): in pro per

FOR COURT USE ONLY

FILED
Superior Court of California
County of Los Angeles
05/24/2021
Sherri R. Carter, Executive Officer / Clerk of Court
By: L. Garcia Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: STANLEY MOSK COURTHOUSE
MAILING ADDRESS: 111 N HILL ST
CITY AND ZIP CODE: LOS ANGELES 90012
BRANCH NAME: CENTRAL

Plaintiff/Petitioner: CHENEY SHAPIRO, LONGPLATT CO.
Defendant/Respondent: PATRICK MURRAY, ET AL.

REQUEST FOR DISMISSAL

CASE NUMBER:
20STUD02828

A conformed copy will not be returned by the clerk unless a method of return is provided with the document.

This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)

1. TO THE CLERK: Please **dismiss** this action as follows:
   a. (1) [✖] With prejudice (2) [ ] Without prejudice
   b. (1) [ ] Complaint (2) [ ] Petition
   (3) [ ] Cross-complaint filed by *(name):* on *(date)*:
   (4) [ ] Cross-complaint filed by *(name):* on *(date)*:
   (5) [ ] Entire action of all parties and all causes of action
   (6) [✖] Other *(specify):** ONLY Patrick Murray Defendant
2. *(Complete in all cases except family law cases.)*
   The court [ ] did [✖] did not waive court fees and costs for a party in this case. *(This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed).*

Date: 22 MAY 2021
ELISHBA ITURRA
(TYPE OR PRINT NAME OF [ ] ATTORNEY [✖] PARTY WITHOUT ATTORNEY)

(SIGNATURE)

Attorney or party without attorney for:
[ ] Plaintiff/Petitioner [✖] Defendant/Respondent
[ ] Cross Complainant

*If dismissal requested is of specified parties only of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

3. **TO THE CLERK:** Consent to the above dismissal is hereby given.**

Date:

(TYPE OR PRINT NAME OF [ ] ATTORNEY [ ] PARTY WITHOUT ATTORNEY)

(SIGNATURE)

Attorney or party without attorney for:
[ ] Plaintiff/Petitioner [ ] Defendant/Respondent
[ ] Cross Complainant

** If a cross-complaint – or Response (Family Law) seeking affirmative relief – is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (i) or (j).

(To be completed by clerk)

4. [ ] Dismissal entered as requested on *(date):*
5. [ ] Dismissal entered on *(date):* as to only *(name)*:
6. [✔] Dismissal **not entered** as requested for the following reasons *(specify)*:

Plaintiff must submit Dismissal on this case.

7. a. [✔] Attorney or party without attorney notified on *(date):* 05/24/2021
   b. [ ] Attorney or party without attorney not notified. Filing party failed to provide
   [ ] a copy to be conformed [ ] means to return conformed copy

Date: 05/24/2021 Clerk, by Sherri R. Carter, Executive Officer / Clerk of Court L. Garcia, Deputy

Form Adopted for Mandatory Use
Judicial Council of California
CIV-110 [Rev. Jan. 1, 2013]

Code of Civil Procedure, § 581 et seq.; Gov. Code, § 68637(c); Cal. Rules of Court, rule 3.1390
www.courts.ca.gov

Electronically Received 05/24/2021 12:00 AM

Plaintiff/Petitioner: CHENEY SHAPIRO, LONGPLATT CO. Defendant/Respondent: PATRICK MURRAY, DEBBIE MURRAY, ET AL	CASE NUMBER: 20STUD02828

COURT'S RECOVERY OF WAIVED COURT FEES AND COSTS

If a party whose court fees and costs were initially waived has recovered or will recover $10,000 or more in value by way of settlement, compromise, arbitration award, mediation settlement, or other means, the court has a statutory lien on that recovery. The court may refuse to dismiss the case until the lien is satisfied. (Gov. Code, § 68637.)

Declaration Concerning Waived Court Fees

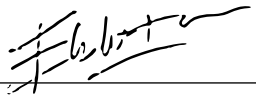
1. The court waived court fees and costs in this action for *(name):* ELISHBA ITURRA; ERIK SEIDENGLANZ
2. The person named in item 1 is *(check one below):*
   a. [✖] not recovering anything of value by this action.
   b. [ ] recovering less than $10,000 in value by this action.
   c. [ ] recovering $10,000 or more in value by this action. *(If item 2c is checked, item 3 must be completed.)*
3. [ ] All court fees and court costs that were waived in this action have been paid to the court *(check one):* Yes No

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: 22 MAY 2021

ELISHBA ITURRA

(TYPE OR PRINT NAME OF [ ] ATTORNEY [ ] PARTY MAKING DECLARATION)



(SIGNATURE)

For your protection and privacy, please press the Clear This Form button after you have printed the form.

Print this form Save this form Clear this form

POS-050/EFS-050

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO: NAME: ELISHBA ITURRA, ERIK SEIDENGLANZ, in pro per FIRM NAME: STREET ADDRESS: 1410 EWING ST. CITY: LOS ANGELES STATE: CA ZIP CODE: 90026 TELEPHONE NO.: 415-685-3299 FAX NO. : E-MAIL ADDRESS: real@p[ayplayplay.org ATTORNEY FOR (*name*):	*FOR COURT USE ONLY*
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: STANLEY MOSK MAILING ADDRESS: 111 N. HILL ST. CITY AND ZIP CODE: LOS ANGELES, 90026 BRANCH NAME: CENTRAL	CASE NUMBER: 20STUD02828
PLAINTIFF/PETITIONER: CHENEY SHAPIRO, LONGPLATT, CO DEFENDANT/RESPONDENT: **ELISHBA ITURRA; ERIK SEIDENGLANZ**	JUDICIAL OFFICER: HONORABLE JUDGE GEORGE BIRD
PROOF OF ELECTRONIC SERVICE	DEPARTMENT: 91

1. I am at least 18 years old.
   a. My residence or business address is *(specify):*
   1410 EWING ST. LOS ANGELES, CA 90026

   b. My electronic service address is *(specify):*
   real@playplayplay.org

2. I electronically served the following documents *(exact titles):*

   1. REQUEST FOR DISMISSAL _ PATRICK MURRAY
   2. PROOF OF ELECTRONIC SERVICE

   ☐ The documents served are listed in an attachment. *(Form POS-050(D)/EFS-050(D) may be used for this purpose.)*

3. I electronically served the documents listed in 2 as follows:
   a. Name of person served: Grace Jacqueline Peleaz #207067

   On behalf of *(name or names of parties represented, if person served is an attorney):*
   Joshua Marcuson, officer of Longplatt Co.; Cheney Shapiro

   b. Electronic service address of person served *:*
   simonianlaw@gmail.com

   c. On *(date):* 22 may 2021

   ☒ The documents listed in item 2 were served electronically on the persons and in the manner described in an attachment. *(Form POS-050(P)/EFS-050(P) may be used for this purpose.)*

Date: 22 may 2021

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Elishba Iturra
(TYPE OR PRINT NAME OF DECLARANT)

(SIGNATURE OF DECLARANT)

Form Approved for Optional Use
Judicial Council of California
POS-050/EFS-050 [Rev. February 1, 2017]

PROOF OF ELECTRONIC SERVICE
(Proof of Service/Electronic Filing and Service)

Cal. Rules of Court, rule 2.251
www.courts.ca.gov

For your protection and privacy, please press the Clear This Form button after you have printed the form.

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES **Branch Name:** Stanley Mosk Courthouse **Mailing Address:** 111 North Hill Street **City, State and Zip Code:** Los Angeles CA 90012	
SHORT TITLE: CHENEY SHAPIRO vs PATRICK MURRAY, et al. **NOTICE OF CONFIRMATION OF ELECTRONIC FILING**	**CASE NUMBER:** 20STUD02828

The Electronic Filing described by the below summary data was reviewed and accepted by the Superior Court of California, County of LOS ANGELES. In order to process the filing, the fee shown was assessed.

Electronic Filing Summary Data

Electronically Submitted By: Journal Technologies Inc.
Reference Number: EF-617c525383d4
Submission Number: 21LA03599694
Court Received Date: 05/23/2021
Court Received Time: 12:18 am
Case Number: 20STUD02828
Case Title: CHENEY SHAPIRO vs PATRICK MURRAY, et al.
Location: Stanley Mosk Courthouse
Case Type: Civil Limited
Case Category: Unlawful Detainer/Residential (not drugs or wrongful eviction)
Jurisdictional Amount: Up to $10,000
Notice Generated Date: 05/24/2021
Notice Generated Time: 8:10 am

Documents Electronically Filed/Received	**Status**
Request for Dismissal	Accepted

Comments
Submitter's Comments: declaration in support of request following up + exhibits. thamks!

Clerk's Comments:

Electronic Filing Service Provider Information
Service Provider: Journal Technologies Inc.
Contact: Journal Technologies Inc.
Phone: (877) 545-1842 Ext. 1

Superior Court of California
County of Los Angeles
,

Receipt No: EFM-2021-3331140.1

Date: 5/24/21 8:10 AM
Time: 5/24/21 8:10 AM

CASE # 20STUD02828
CHENEY SHAPIRO vs PATRICK MURRAY,

Court Transaction Fee	2.25
Case Total:	2.25
Waived Court	2.25
Total Paid:	2.25

21LA03599694

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO:
NAME: ELISHBA ITURRA
FIRM NAME:
STREET ADDRESS: 1410 Ewing St.
CITY: LOS ANGELES STATE: CA ZIP CODE: 90026
TELEPHONE NO.: 323-522-3607 FAX NO. :
E-MAIL ADDRESS: REAL@PLAYPLAYPLAY.ORG
ATTORNEY FOR (*Name*): in pro per

FOR COURT USE ONLY

FILED
Superior Court of California
County of Los Angeles
05/24/2021
Sherri R. Carter, Executive Officer / Clerk of Court
By: L. Garcia Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: STANLEY MOSK COURTHOUSE
MAILING ADDRESS: 111 N HILL ST
CITY AND ZIP CODE: LOS ANGELES 90012
BRANCH NAME: CENTRAL

Plaintiff/Petitioner: CHENEY SHAPIRO, LONGPLATT CO.
Defendant/Respondent: PATRICK MURRAY, ET AL.

REQUEST FOR DISMISSAL

CASE NUMBER:
20STUD02828

A conformed copy will not be returned by the clerk unless a method of return is provided with the document.

This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)

1. TO THE CLERK: Please **dismiss** this action as follows:
   a. (1) [x] With prejudice (2) [ ] Without prejudice
   b. (1) [✓] Complaint (2) [ ] Petition
   (3) [ ] Cross-complaint filed by *(name):* on *(date)*:
   (4) [ ] Cross-complaint filed by *(name):* on *(date)*:
   (5) [x] Entire action of all parties and all causes of action
   (6) [ ] Other *(specify):**

2. *(Complete in all cases except family law cases.)*
   The court [x] did [ ] did not waive court fees and costs for a party in this case. *(This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed).*

Date: 22 MAY 2021
ELISHBA ITURRA
(TYPE OR PRINT NAME OF [ ] ATTORNEY [x] PARTY WITHOUT ATTORNEY)

(SIGNATURE)

Attorney or party without attorney for:
[ ] Plaintiff/Petitioner [x] Defendant/Respondent
[ ] Cross Complainant

*If dismissal requested is of specified parties only of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

3. **TO THE CLERK:** Consent to the above dismissal is hereby given.**

Date: 22 MAY 2021
ERIK SEIDENGLANZ
(TYPE OR PRINT NAME OF [ ] ATTORNEY [x] PARTY WITHOUT ATTORNEY)

(SIGNATURE)

Attorney or party without attorney for:
[ ] Plaintiff/Petitioner [x] Defendant/Respondent
[ ] Cross Complainant

** If a cross-complaint – or Response (Family Law) seeking affirmative relief – is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (i) or (j).

(To be completed by clerk)

4. [ ] Dismissal entered as requested on *(date):*
5 [ ] Dismissal entered on *(date):* as to only *(name)*:
6. [✓] Dismissal **not entered** as requested for the following reasons *(specify)*:

Plaintiff must submit Dismissal on this case.

7. a. [✓] Attorney or party without attorney notified on *(date):* 05/24/2021
   b. [ ] Attorney or party without attorney not notified. Filing party failed to provide
   [ ] a copy to be conformed [ ] means to return conformed copy

Date: 05/24/2021 Clerk, by Sherri R. Carter, Executive Officer / Clerk of Court L. Garcia, Deputy

Form Adopted for Mandatory Use
Judicial Council of California
CIV-110 [Rev. Jan. 1, 2013]

Code of Civil Procedure, § 581 et seq.; Gov. Code, § 68637(c); Cal. Rules of Court, rule 3.1390
www.courts.ca.gov

Electronically Received 05/24/2021 12:00 AM

Plaintiff/Petitioner: CHENEY SHAPIRO, LONGPLATT CO. Defendant/Respondent: PATRICK MURRAY, DEBBIE MURRAY, ET AL	CASE NUMBER: 20STUD02828

COURT'S RECOVERY OF WAIVED COURT FEES AND COSTS

If a party whose court fees and costs were initially waived has recovered or will recover $10,000 or more in value by way of settlement, compromise, arbitration award, mediation settlement, or other means, the court has a statutory lien on that recovery. The court may refuse to dismiss the case until the lien is satisfied. (Gov. Code, § 68637.)

Declaration Concerning Waived Court Fees

1. The court waived court fees and costs in this action for *(name):* ELISHBA ITURRA; ERIK SEIDENGLANZ
2. The person named in item 1 is *(check one below):*
   a. ☐ not recovering anything of value by this action.
   b. ☒ recovering less than $10,000 in value by this action.
   c. ☐ recovering $10,000 or more in value by this action. *(If item 2c is checked, item 3 must be completed.)*
3. ☐ All court fees and court costs that were waived in this action have been paid to the court *(check one):* Yes No

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: 22 MAY 2021

ELISHBA ITURRA

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY MAKING DECLARATION)

(SIGNATURE)

For your protection and privacy, please press the Clear This Form button after you have printed the form.

Print this form Save this form Clear this form

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO:
NAME: Elishba Iturra, Erik Seidenglanz, in pro per
FIRM NAME:
STREET ADDRESS: 1410 Ewing St.
CITY: Los Angeles STATE: CA ZIP CODE: 90026
TELEPHONE NO.: 415-685-3299 FAX NO. :
E-MAIL ADDRESS: real@playplayplay.org
ATTORNEY FOR (*name*): Defendants, in pro per

FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: STANLEY MOSK COURTHOUSE
MAILING ADDRESS: 111 N. HILL ST.
CITY AND ZIP CODE: LOS ANGELES 90012
BRANCH NAME: CENTRAL

PLAINTIFF/PETITIONER: LONGPLATT CO., CHENEY SHAPIRO

DEFENDANT/RESPONDENT: ERIK SEIDENGLANZ, ELISHBA ITURRA

CASE NUMBER: 20STUD02828

JUDICIAL OFFICER: HONORABLE UPINDER S. KALRA

DEPARTMENT: 91

PROOF OF ELECTRONIC SERVICE

1. I am at least 18 years old.
   a. My residence or business address is *(specify):*
   1410 EWING ST. LOS ANGELES, CA 90026

   b. My electronic service address is *(specify):*
   real@playplayplay.org

2. I electronically served the following documents *(exact titles):*
   (1) Request for Judicial Notice filed May 10, 2021
   (2) Exhibits 1-2
   (3) Proof of Electronic Service

   ☐ The documents served are listed in an attachment. *(Form POS-050(D)/EFS-050(D) may be used for this purpose.)*

3. I electronically served the documents listed in 2 as follows:
   a. Name of person served: Grace Jacqueline Pelaez #207067

   On behalf of *(name or names of parties represented, if person served is an attorney):*
   JOSHUA MARCUSON, officer of LONGPLATT CO., CHENEY SHAPIRO,

   b. Electronic service address of person served *:*
   simonianlaw@gmail.com

   c. On *(date):* 05/10/2021

   ☒ The documents listed in item 2 were served electronically on the persons and in the manner described in an attachment. *(Form POS-050(P)/EFS-050(P) may be used for this purpose.)*

Date: 05/10/2021

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Elishba Iturra
(TYPE OR PRINT NAME OF DECLARANT)

(SIGNATURE OF DECLARANT)

Form Approved for Optional Use
Judicial Council of California
POS-050/EFS-050 [Rev. February 1, 2017]

PROOF OF ELECTRONIC SERVICE
(Proof of Service/Electronic Filing and Service)

Cal. Rules of Court, rule 2.251
www.courts.ca.gov

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES **Branch Name:** Stanley Mosk Courthouse **Mailing Address:** 111 North Hill Street **City, State and Zip Code:** Los Angeles CA 90012	
SHORT TITLE: CHENEY SHAPIRO vs PATRICK MURRAY, et al. **NOTICE OF CONFIRMATION OF ELECTRONIC FILING**	**CASE NUMBER:** 20STUD02828

The Electronic Filing described by the below summary data was reviewed and accepted by the Superior Court of California, County of LOS ANGELES. In order to process the filing, the fee shown was assessed.

Electronic Filing Summary Data

Electronically Submitted By: Journal Technologies Inc.
Reference Number: EF-54446d4a14c2
Submission Number: 21LA03599695
Court Received Date: 05/23/2021
Court Received Time: 12:29 am
Case Number: 20STUD02828
Case Title: CHENEY SHAPIRO vs PATRICK MURRAY, et al.
Location: Stanley Mosk Courthouse
Case Type: Civil Limited
Case Category: Unlawful Detainer/Residential (not drugs or wrongful eviction)
Jurisdictional Amount: Up to $10,000
Notice Generated Date: 05/24/2021
Notice Generated Time: 8:13 am

Documents Electronically Filed/Received	**Status**
Request for Dismissal	Accepted

Comments
Submitter's Comments: declaration in support of request for dismissal of entire action will be upcoming

Clerk's Comments:

Electronic Filing Service Provider Information
Service Provider: Journal Technologies Inc.
Contact: Journal Technologies Inc.
Phone: (877) 545-1842 Ext. 1

Superior Court of California
County of Los Angeles

,

Receipt No: EFM-2021-3331171.1

Date: 5/24/21 8:13 AM
Time: 5/24/21 8:13 AM

CASE # 20STUD02828
CHENEY SHAPIRO vs PATRICK MURRAY,

Court Transaction Fee	2.25
Case Total:	2.25
Waived Court	2.25
Total Paid:	2.25

21LA03599695

Electronically FILED by Superior Court of California, County of Los Angeles on 05/24/2021 12:49 PM Sherri R. Carter, Executive Officer/Clerk of Court, by V. Sino-Cruz, Deputy Clerk

FW-002 Request to Waive Additional Court Fees (Superior Court)

CONFIDENTIAL

Clerk stamps date here when form is filed.

This form asks the court to waive *additional* court fees that are not covered in a current order. If you have not already received an order that waived or reduced your court fees, you must complete and file a *Request to Waive Court Fees (Superior Court),* form FW-001, along with this form.

1 Your Information *(person asking the court to waive the fees):*

Name: Erik Seidenglanz

Street or mailing address: 1410 Ewing St

City: Los Angeles State: CA Zip: 90026

Phone number: 3235223607

2 Your lawyer, if you have one *(name, firm or affiliation, address, phone number, and State Bar number):*

n/a

a. The lawyer has agreed to advance all or a portion of your fees or costs *(check one)*: ☐ Yes ☒ No

b. *(If yes, your lawyer must sign here):*
Lawyer's signature: -

If your lawyer is not providing legal-aid type services based on your low income, you may have to go to a hearing to explain why you are asking the court to waive the fees.

Fill in court name and street address:

Superior Court of California, County of
LOS ANGELES
STANLEY MOSK
111 N HILL ST
LOS ANGELES, CA 90012

Fill in case number and name:

Case Number:
20STUD02828

Case Name:
Cheney Shapiro v. Patrick Murray, et al

3 Date your *last* court fee waiver order, if any, was granted: 09/03/2020

4 Has your financial situation improved since your last *Request to Waive Court Fees?* ☒ No ☐ Yes
(If yes, you must fill out a new Request to Waive Court Fees*, form FW-001, and attach it to this form.)*

5 What other fees do you want your court fee waiver order to cover? *(Check all that apply):*

a. ☒ Jury fees and expenses
b. ☒ Court-appointed interpreter fees for a witness
c. ☒ Fees for a peace officer to testify in court
d. ☒ Fees for court-appointed experts
e. ☒ Other *(specify):* Court reporter/ Audio Recordings Court

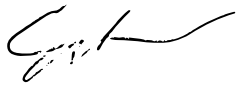
6 Why do you need these other services? *(Explain):*
In order for me to exercise my Constitutional right to a jury trial, it would require the court to waive additional court fees.

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I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: 22 MAY 2021

ERIK SEIDENGLANZ
Print your name here



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SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES **Branch Name:** Stanley Mosk Courthouse **Mailing Address:** 111 North Hill Street **City, State and Zip Code:** Los Angeles CA 90012	
SHORT TITLE: CHENEY SHAPIRO vs PATRICK MURRAY, et al. **NOTICE OF CONFIRMATION OF ELECTRONIC FILING**	**CASE NUMBER:** 20STUD02828

The Electronic Filing described by the below summary data was reviewed and accepted by the Superior Court of California, County of LOS ANGELES. In order to process the filing, the fee shown was assessed.

Electronic Filing Summary Data

Electronically Submitted By: Journal Technologies Inc.
Reference Number: EF-65742e36f9ea
Submission Number: 21LA03602641
Court Received Date: 05/24/2021
Court Received Time: 12:49 pm
Case Number: 20STUD02828
Case Title: CHENEY SHAPIRO vs PATRICK MURRAY, et al.
Location: Stanley Mosk Courthouse
Case Type: Civil Limited
Case Category: Unlawful Detainer/Residential (not drugs or wrongful eviction)
Jurisdictional Amount: Up to $10,000
Notice Generated Date: 05/24/2021
Notice Generated Time: 1:42 pm

Documents Electronically Filed/Received	Status
Request to Waive Additional Court Fees (Superior Court)	Accepted

Comments
Submitter's Comments:

Clerk's Comments:

Electronic Filing Service Provider Information
Service Provider: Journal Technologies Inc.
Contact: Journal Technologies Inc.
Phone: (877) 545-1842 Ext. 1

Superior Court of California
County of Los Angeles
,

Receipt No: EFM-2021-3334212.1

Date: 5/24/21 1:42 PM
Time: 5/24/21 1:42 PM

CASE # 20STUD02828
CHENEY SHAPIRO vs PATRICK MURRAY,

Court Transaction Fee	2.25
Case Total:	2.25
Waived Court	2.25
Total Paid:	2.25

21LA03602641

Electronically FILED by Superior Court of California, County of Los Angeles on 05/24/2021 01:16 PM Sherri R. Carter, Executive Officer/Clerk of Court, by V. Sino-Cruz, Deputy Clerk

FW-002 Request to Waive Additional Court Fees (Superior Court)

CONFIDENTIAL

Clerk stamps date here when form is filed.

This form asks the court to waive *additional* court fees that are not covered in a current order. If you have not already received an order that waived or reduced your court fees, you must complete and file a *Request to Waive Court Fees (Superior Court),* form FW-001, along with this form.

1 Your Information *(person asking the court to waive the fees):*

Name: ELISHBA ITURRA

Street or mailing address: 1410 Ewing St

City: Los Angeles State: CA Zip: 90026

Phone number: 3235223607

2 Your lawyer, if you have one *(name, firm or affiliation, address, phone number, and State Bar number):*

n/a

a. The lawyer has agreed to advance all or a portion of your fees or costs *(check one)*: ☐ Yes ☒ No

b. *(If yes, your lawyer must sign here):*
Lawyer's signature: -

If your lawyer is not providing legal-aid type services based on your low income, you may have to go to a hearing to explain why you are asking the court to waive the fees.

Fill in court name and street address:

Superior Court of California, County of
LOS ANGELES
STANLEY MOSK
111 N HILL ST
LOS ANGELES, CA 90012

Fill in case number and name:

Case Number:
20STUD02828

Case Name:
Cheney Shapiro v. Patrick Murray, et al.

3 Date your *last* court fee waiver order, if any, was granted: 08/31/2020

4 Has your financial situation improved since your last *Request to Waive Court Fees?* ☒ No ☐ Yes
(If yes, you must fill out a new Request to Waive Court Fees*, form FW-001, and attach it to this form.)*

5 What other fees do you want your court fee waiver order to cover? *(Check all that apply):*

a. ☒ Jury fees and expenses
b. ☒ Court-appointed interpreter fees for a witness
c. ☒ Fees for a peace officer to testify in court
d. ☒ Fees for court-appointed experts
e. ☒ Other *(specify):* Court reporter/ Audio Recordings Court

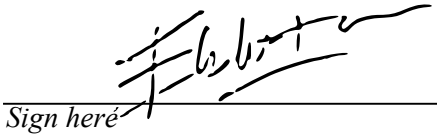
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I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: 23 MAY 2021

Elishba Iturra
Print your name here


Sign here

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES **Branch Name:** Stanley Mosk Courthouse **Mailing Address:** 111 North Hill Street **City, State and Zip Code:** Los Angeles CA 90012	
SHORT TITLE: CHENEY SHAPIRO vs PATRICK MURRAY, et al. **NOTICE OF CONFIRMATION OF ELECTRONIC FILING**	**CASE NUMBER:** 20STUD02828

The Electronic Filing described by the below summary data was reviewed and accepted by the Superior Court of California, County of LOS ANGELES. In order to process the filing, the fee shown was assessed.

Electronic Filing Summary Data

Electronically Submitted By: Journal Technologies Inc.
Reference Number: EF-fc2d76a216d5
Submission Number: 21LA03602893
Court Received Date: 05/24/2021
Court Received Time: 1:16 pm
Case Number: 20STUD02828
Case Title: CHENEY SHAPIRO vs PATRICK MURRAY, et al.
Location: Stanley Mosk Courthouse
Case Type: Civil Limited
Case Category: Unlawful Detainer/Residential (not drugs or wrongful eviction)
Jurisdictional Amount: Up to $10,000
Notice Generated Date: 05/24/2021
Notice Generated Time: 2:34 pm

Documents Electronically Filed/Received	Status
Request to Waive Additional Court Fees (Superior Court)	Accepted

Comments
Submitter's Comments:

Clerk's Comments:

Electronic Filing Service Provider Information
Service Provider: Journal Technologies Inc.
Contact: Journal Technologies Inc.
Phone: (877) 545-1842 Ext. 1

Superior Court of California
County of Los Angeles
,

Receipt No: EFM-2021-3334774.1

Date: 5/24/21 2:34 PM
Time: 5/24/21 2:34 PM

CASE # 20STUD02828
CHENEY SHAPIRO vs PATRICK MURRAY,

Court Transaction Fee	2.25
Case Total:	2.25
Waived Court	2.25
Total Paid:	2.25

21LA03602893